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PUBLIC GENERAL STATUTES.



# The Solicitors' Journal and Reporter.

LONDON, AUGUST 25, 1888.


## CURRENT TOPICS.

MR. JUSTICE DENMAN is undoubtedly entitled to sympathy in his complaint on Wednesday that the judges now receive no official notice as to Acts of Parliament which have received the Royal Assent, and no copies of the statutes themselves. The principal sufferers from this act of doubtful economy are the Vacation Judges, who are often called upon to consider the effect of statutes before they have become available for public perusal, and in the case in which Mr. Justice DENMAN uttered his complaint the hardship was apparently aggravated by the circumstance that the statute under which he was asked to act was a private one. It may be hoped that his complaint will have the effect of inducing the Treasury authorities to treat the judges with a little more liberality and consideration.

THE APPEARANCE of Mr. A. E. MILLER, Q.C., the legal member of the Railway Commission, before the Vacation Judge last week confirms the rumour which has been prevalent that this gentleman is to be cast adrift to recommence life at the bar after an absence of nearly half a generation. We think that this will be considered an uncommonly shabby act. No doubt the appointment of legal commissioner was originally temporary, and was continued from time to time for specified periods, but we do not recall any instance in this country where an eminent lawyer has been taken from his practice and kept in the public service for nearly twelve years and then left without any corresponding appointment or compensation. The proceeding in the present case is the more difficult to understand since there can be no question as to Mr. MILLER'S exceptional ability and efficiency; and we believe there is only one opinion on this point among those who have had experience of the Railway Commission. We can hardly believe that means will not be devised for continuing his connection with the new commission or of utilising in some other way his legal knowledge and admirable judicial qualities.

THE PROVISIONS of the Special Commission Act with reference to the examination and protection of witnesses correspond with those which have been ordinarily inserted in Acts appointing commissioners to inquire into the existence of corrupt practices in boroughs, although the directions for the stay of future actions are somewhat novel, previous statutes having generally protected witnesses against criminal proceedings only. Section 5 deprives a witness of the ordinary privilege of refusing to answer any question "on the ground that the answer thereto may criminate or tend to criminate himself," and section 6, sub-section 1, proceeds as follows: "Every person examined as a witness under this Act who, in the opinion of the commissioners, makes a full and true disclosure touching all the matters in respect of which he is examined shall be entitled to receive a certificate signed by the commissioners stating that the witness has, on his examination, made a full and true disclosure as aforesaid." Then, by sub-section 2: "If any civil or criminal proceeding is at any time thereafter instituted against any such witness in respect of any matter touching which he has been so examined, the court having cognisance of the case shall, on proof of the certificate, stay the proceeding, and may in its discretion award to the witness such costs as he may be put to in or by reason of the proceeding." The Court of Session in Scotland is, of course, equally with the English and Irish courts, bound by this provision, but the words "at any time thereafter instituted" seem to refer to the date of the witness's actual examination, so that any number of libel actions may still be brought against the *Times* until the examination of Mr. WALTER or his representative has been completed, and a certificate, under section 6, sub-section 2, has been granted by the commissioners. It will be observed that the use of the word "shall" excludes the exercise of any discretion by the judges as to the granting or the withholding of the certificate.

THE CASE OF *Payne* v. *Esdaile*, judgment in which was given by the House of Lords the day before the adjournment for the recess, is an important decision with reference to the effect of the Statutes of Limitation upon the right to recover certain tithes imposed by a statute of 37 Hen. 8, c. 12, upon the rental of houses in the parish of St. Botolph, Aldgate, in the City of London. The question upon which the case turned, and upon which alone the judgment of the Court of Appeal was reversed, was, whether the claim was for "rent" within 3 & 4 Will. 4, c. 27, s. 1, which extends that term to "all annuities and periodical sums of money charged upon or payable out of any land, except moduses or compositions belonging to a spiritual or eleemosynary corporation sole." The Court of Appeal held that the tithe, though an annuity or periodical payment, was not "charged upon or payable out of any land," because the statute of Henry VIII. gave no remedy against the land itself. Lord HERSCHELL, in his judgment, admitted that the most common interpretation of the words "charged upon" would imply a remedy against the land itself, but he thought that the Legislature had, in the section before him, used them in a broader sense. The word "charge" might very well include any burden upon land, and the payment to be made under the statute of Henry VIII. could undoubtedly be so described, because it had the direct effect of diminishing the profits and value of all the houses in the parish. Then a modus was, like ordinary tithes, a burden upon land which could be enjoyed only subject to the modus, and as the Legislature had, in many earlier statutes, employed the word "charge" in relation to tithes, and in the Act in question, purported also to deal with moduses, there was nothing unreasonable in holding that the words "charged upon land" were used in the same wider sense as in dealing with the analogous case of moduses. Lord MACNAGHTEN said that the sum claimed was undoubtedly a periodical sum of money, and that the exception of certain moduses or compositions shewed that such payments in lay hands might be within the statute. In the absence of any special interpretation of the words "charged upon land," he saw no reason for giving them a technical meaning, and he took a "charge" to be "something carried, a burden, or a composition." In the present case the Act of Henry VIII. caused the burden to follow the land in the case of every successive occupier, and to "charge" the occupier in respect of the land. The appeal seems undoubtedly to have been decided in accordance with a common-sense view of the question.

IT HAS BEEN stated that at a recent marriage at a suburban church the bridegroom was in an almost helpless state of intoxication, that the clergyman, though aware of this, nevertheless performed and completed the ceremony, and that considerable doubt has arisen as to the validity of the marriage. The view taken by Mr. Justice BUTT in the recent case of *Scott* v. *Sebright* (35 W. R. 258, 12 P. D. 21), was strongly in favour of treating a marriage in the same manner as an ordinary contract, for he laid down that the validity of a contract of marriage must be tested and determined in precisely the same manner as that of any other contract." He also said that, while considerations of public policy required that marriages should not be lightly set aside, and it was necessary to discourage any temptation to parties to obtain a dissolution of the tie by means of collusion, "these reasons necessitate great care and circumspection on the part of the tribunal, but they in no wise alter the principle or the grounds on which this, like any other contract, may be avoided." No doubt that case turned upon issues of undue influence and duress, but, if the view there expressed is to be accepted as correct, the same analogy must be adopted in deciding whether a marriage is invalid by reason of the drunkenness of one

of the parties when the ceremony was performed. Drunkenness, if it prevents a person from understanding the effect of what he is doing, has been repeatedly ruled to be a defence to an action upon a contract. Thus in *Gore* v. *Gibson* (13 M. & W. 623) a plea was held good on demurrer which alleged that the defendant, when he indorsed the bill of exchange upon which the action was brought, was so intoxicated, and thereby so far deprived of sense, understanding, and the use of his reason, as to be unable to comprehend the meaning, nature, and effects of the indorsement, or to contract thereby, of which the defendant had notice. *Matthews* v. *Baxter* (21 W. R. 389, L. R. 8 Ex. 132) decides, however, that a contract made by a man who was too intoxicated to know what he was doing is voidable, and not void. No doubt in *Scott* v. *Sebright* the evidence tended to shew that, before the marriage at the registrar's office, the engagement had been broken off by the petitioner; whereas in the present case the original promise of marriage was probably valid; but it may be observed that in *Hancock* v. *Peaty* (L. R. 1 P. & D. 335), where there was a question whether a marriage was invalid on the ground of the insanity of one of the parties, Lord PENZANCE held that the question must be decided solely with reference to the party's mental capacity or incapacity at the time when the marriage was solemnised. The question is a novel one, but the matrimonial decisions which we have cited seem rather to lead to the inference that a marriage ceremony would be invalid if one of the parties was prevented by intoxication from understanding the nature and effect of the ceremony.

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HENNESSY *v.* WRIGHT (No. 2) (36 W. R. 879), is an important decision with reference to the extent of the right to interrogate the defendant in a newspaper libel action. Sir JOHN POPE HENNESSY, Governor of Mauritius, sued the publisher of the *Times* to recover damages for libels alleged to be contained in a leading article and in a letter from a correspondent in Mauritius, in both of which it was alleged the plaintiff had "edited," or tampered with, the reports of speeches delivered by certain members of the council, and had transmitted inaccurate versions of such speeches to the Secretary of State for the Colonies. The defendant pleaded that the alleged libels were true in substance and in fact, and were parts of a fair and accurate report of the public proceedings of the Colonial Council, and were fair comments upon matters of public interest and notoriety published *bonâ fide*, without malice, and under such circumstances as to be privileged. The interrogatories in dispute had been administered by the plaintiff, and sought information as to the names of the writer of the letter and the persons on whose information the defendant's version of the speeches in the council was furnished, and also as to the existence of the original manuscript of the matter published in the *Times*. The defendant had refused to answer the interrogatories as being irrelevant and not put *bonâ fide*, and as seeking to elicit the names of witnesses who were to be called at the trial. DENMAN, J., at chambers, refused to order a further and better answer, and both the Queen's Bench Division and the Court of Appeal upheld his decision. There appeared to be no authority precisely in point. The Master of the Rolls thought that the interrogatories were of a "fishing" character, as referring to matters of which the plaintiff knew nothing, and tended to disclose nothing which was material or which was likely to enable the plaintiff to destroy the defendant's case. The names of the defendants' informants were immaterial as regarded evidence of malice, for the malice of those informants was quite consistent with absence of malice on the part of the defendant. LINDLEY, L.J., though not dissenting from the judgment of the other members of the court, expressed some doubt so far as regarded the original manuscript, which he thought might, *primâ facie*, be material. Efforts are constantly being made to extend the power of discovery in libel actions, and both plaintiffs and defendants too often seek to administer fishing interrogatories, but the recent decision of the Court of Appeal seems likely to have the effect of discouraging such applications.

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WE ARE SURPRISED to hear a rumour that the Government have been so much discouraged by the reception which the proposal to appoint a new judge of the Chancery Division met with in the House of Commons that they hesitate about the appointment of the judge contemplated by the Railway and Canal Traffic Act. We have all along been of opinion, as our readers are aware, that the additional judge in chancery is urgently needed, and that his appointment would not involve any additional charge on the revenue; but, however this may be, it must be clear that it will be impossible to meet the additional business of the Railway Commission, increased as that business will be by the extension of their powers, without either an addition to the existing staff of judges or a serious aggravation of the block already affecting all the divisions of the High Court. That this was until recently recognised by the Government is clear from the history of the Act itself. When the Bill was introduced last year it provided for the appointment of three commissioners, one of whom was to be a competent lawyer, and was to preside at ordinary sittings of the commission under the title of Chief Commissioner. There were to be, besides, three "*Ex-officio* Commissioners," one taken from the superior courts in each of the three divisions of the kingdom, who were to attend "when desired," each within his own jurisdiction. It was supposed that they would not often be required to act, and that no great demand upon the time of the judges would be caused. The House of Lords, on the motion of Lord GRIMTHORPE, struck out the provision for the Chief Commissioner, in order that the judges might always be required. In the debate on this occasion the Lord Chancellor objected that there were not judges enough to do all the work as it was, and that, if the Chief Commissioner was dispensed with, it would be necessary to add a judge in his stead. Thereupon a clause was introduced to the effect that, in consequence of the extra burden imposed by the Act upon the High Court of Justice in England, an extra judge of that court should be appointed, Lord SALISBURY remarking that it was merely a question for the House of Commons whether they would have "a three thousand pounds lawyer or a five thousand pounds lawyer." The Bill was introduced this year in that shape, but for some unexplained reason it was altered, at the instance of the Government, by making the appointment of the extra judge dependent upon an address of both Houses of Parliament; but no one imagined that the alteration was more than formal. It cannot be supposed that the strain upon the time of the judges will be less next year than it would have been last year, and we cannot think that the House of Commons, which passed the clause in question without objection, would entertain any opposition to its being acted upon. It must, moreover, be assumed that the Government are still of opinion that an additional judge is wanted in the Chancery Division, and, although they may not think it advisable to incur the opposition with which their proposed motion for that purpose was threatened, they could obviously, to a certain extent, meet the requirement by appointing to that division the new judge under the Railway Act, whose spare time, though not likely to be so great in the future as it would have been in the past, would still be probably sufficient to relieve to a considerable extent the present serious block in the business. From every point of view it would appear that the abandonment of the intention to appoint this judge would be most disastrous to the public interest.

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THE QUESTION, whether the right of appeal is excluded through the appeal being from the judgment of the High Court in a "criminal cause or matter," within section 47 of the Judicature Act, 1873, has been considered by the Court of Appeal on at least three occasions during the past legal year. In *Ex parte Bell-Cox* (36 W. R. 209, 20 Q. B. D. 1) a clergyman had been arrested under a writ *de contumace capiendo* for disobedience to a monition to discontinue certain illegal practices, and the Queen's Bench Division had granted a writ of *habeas corpus*, against which decision the promoter of the suit appealed. It was strongly urged that, though there might have been a right of appeal against the refusal of a writ of *habeas corpus*, there could be no appeal against an order granting such a writ, but the court held that the right of appeal was the same in either case, and BOWEN, L.J., observed that there was nothing in the exceptions contained in section 47 of the Judicature Act, 1873, which extended to a writ of *habeas corpus* in an ecclesiastical suit, and that the refusal of the right to appeal in such cases would be prejudicial to the liberty of the subject. In *Ex parte Woodhall* (36 W. R. 655, 20 Q. B. D. 832) the question arose in an extradition case on a motion by way of appeal

from the refusal of the Queen's Bench Division to grant a rule *nisi* for a writ of *habeas corpus* in the case of a person committed to prison under section 10 of the Extradition Act, 1870. Reliance was placed upon *Ex parte Bell-Cox* as shewing that an application for a writ of *habeas corpus* is merely collateral to, and is not made in the course of, a criminal proceeding, and it was further contended that the words "criminal cause or matter" were not applicable to a case which was to be tried criminally in a foreign country, but the court refused to hear the appeal. The Master of the Rolls remarked that the present question had been left undecided in *Reg.* v. *Weil* (31 W. R. 60, 9 Q. B. D. 701), and he referred to his own observations in *Reg.* v. *Fletcher* (25 W. R. 34, 2 Q. B. D. 43), to the effect that the exception in the section applied to "any decision of the High Court by way of judgment in any criminal cause or matter." Applying that test, the Queen's Bench Division had in the present case given a decision by way of judicial determination of a question raised in proceedings the subject-matter of which was criminal. He added that the question whether there was jurisdiction to hear an appeal in a *habeas corpus* case depended upon the question whether the subject-matter was criminal. LINDLEY, L.J., pointed out that the sole object of the application was to relieve the accused from prosecution on a criminal charge, and BOWEN, L.J., said that it was no less a criminal matter, even if it had not its inception in the High Court. The latest case of all is *Re Grayston and Re Wall* (*ante*, p. 693). Grayston, a solicitor, had been suspended from practice for two years for allowing Wall, who was an unqualified person, to carry on proceedings in his name, and the latter had been committed for three months' imprisonment for having, though an unqualified person, acted as a solicitor. The Court of Appeal refused to hear an appeal by Wall against this decision, holding that it was a criminal matter or proceeding, on the authority of *Osborne* v. *Milman* (35 W. R. 397, 18 Q. B. D. 471), where a person imprisoned under a conviction for acting as a solicitor, though not duly qualified, was held to be a criminal prisoner within the meaning of the Prisons Acts, and not entitled to be treated as a first class misdemeanant. The right of appeal in criminal proceedings has also been considered by the Court of Appeal in Ireland in two recent cases under the provision of the corresponding section (50) of the Judicature (Ireland) Act, 1877. In *In re Keller* (22 L. R. Ir. 158) it was held that an appeal lay against a refusal to grant a writ of *habeas corpus*, but in *Brosman* v. *Roche* (22 L. R. Ir. 334) the court refused to hear an appeal against the refusal of a *mandamus* to justices to state a case for their opinion, and also laid down the general principle that there can be no right of appeal in a criminal case except for error on the record.

## ON THE DURATION OF POWERS AND TRUSTS FOR SALE.

### II.

POWERS OF SALE (*continued*).

General powers of sale have been supported:

(1) Where the property was settled in undivided shares and the context shewed that the power of sale was to be exercised only so long as some share remained settled.

(2) Where the power was annexed to an estate in fee in possession or in remainder after a life estate.

*Examples of a general power of sale contained in a settlement of property in undivided shares being upheld.*

In *Re Brown's Settlement* (10 Eq. 349), by the joint effect of a settlement and of an appointment made in pursuance of a power contained in it, land vested in trustees in fee was settled, subject to life estates, as to four-fifths in trust for B., C., D., and E., in fee, and, as to the remaining fifth, in trust for F., with remainder to several persons as tenants in common in fee. After the death of both of the tenants for life, it was held that a general power of sale given to the trustees was exercisable at a time when B., C., D., E., and F. were all living.

In *Taite* v. *Swinstead* (26 Beav. 525) an estate was devised to trustees in fee in trust for several persons in fifth shares, some of which were given to living persons absolutely, and others to living persons for life, with remainder to their children in fee. A general power of sale over the whole was given to the trustees. It was held that the power could be exercised so long as the trusts of any share remained to be performed.

It should, perhaps, be observed that, for the purposes of the rule under discussion, limitations or trusts created by the exercise of a special power contained in the settlement must be considered as having been created by the settlement itself: *Re Brown* (10 Eq. 349).

In *Boyce* v. *Hanning* (2 Cr. & J. 334), where the property was settled on A. for life, with remainder, subject to his wife's jointure, on his children in fee, and the trustees had a power of sale exercisable with the consent of A. and his wife, or the survivor of them, and, after the death of the survivor, at the discretion of the trustees, it was held that the power was exercisable with the power consents during the lifetime of the tenant for life.

In *Re Henzell* (W. N., 1887, p. 240), KAY, J., decided that a power in very similar form was exercisable within a reasonable time after the death of the tenant for life "for division."

*Powers annexed to an estate in fee.*—There is another class of cases which presents some difficulty—namely, where the power appears to be exercisable during the existence of estates in fee, either in possession or in remainder after a life estate.

Powers of this nature may be divided into three classes—

First, where the power is given expressly for the purpose of division, as in *Peters* v. *Lewes and East Grinstead Railway Co.* (18 Ch. D. 429). In that case JESSEL, M.R., was of opinion, though it was unnecessary to decide, that a general power of sale "for the purpose of division" was valid in its inception, and that it could be exercised within a "reasonable" time (see also *Bragg* v. *Ryland*, 7 Mee. & Wels. 59, where a power for the purpose of division was admitted to be good without argument, and *Re Henzell, Holgate* v. *Humphris*, W. N., 1887, p. 240). It must be remembered that a power of this nature may be destroyed by the beneficiaries, while *sui juris*, electing to take the property in its unconverted state. The question what amounts to such election will be discussed in a subsequent article.

Secondly, it may appear, on the construction of the settlement, that the intention was to retain the property in an undivided state, and that the object of the power was for the better management of the property, as in *Re Cotton's Trustees and the School Board for London* (19 Ch. D. 624). A power of this nature is valid in its inception if, and only if, it is expressly restricted so as not to be obnoxious to the rule against perpetuities.

Thirdly, if the power is not of either of the descriptions above mentioned, it appears to be void, as relates to the estates in fee at least: *Taite* v. *Swinstead* (26 Beav. 525).

*Power of sale in settlement of property in undivided shares expressly limited in duration.*—An example of a power of sale in a settlement of this nature being expressly made exercisable during the continuance of the settlement will be found in *Trower* v. *Knightley* (6 Mad. 134), where there was a devise to trustees on trust, as to one moiety to A. for life, with remainder to her children at twenty-one, and as to the other moiety to B. for life, with remainder to her children at twenty-one, and a power of sale was given to the trustees "during the continuance of the trust." It was held that the power could be exercised over the whole estate so long as the trusts of one share remained to be performed.

In *Wood* v. *White* (4 My. & Cr. 460) the power was made exercisable "during the continuance of the trusts" "over such parts of the land . . . as should be subject to such continuing trusts." Some of the shares had vested in owners in fee. It was held that the power could not be exercised over them, but that it could be exercised over two shares the trusts of which were continuing.

*Exercise within the period allowed by rule against perpetuities of power expressly offending against the rule.*—There is a further question, which requires careful consideration. Suppose that the duration of a power is stated expressly, and offends against the rule as to perpetuities, can an exercise of the power within the period allowed by the rule be supported? In *Wood* v. *White* (4 My. & Cr. 460) COTTENHAM, C., was of opinion that this was the case (see p. 482), but the point did not require decision. It is pointed out in Professor GRAY'S Rule against Perpetuities, s. 482, that "This idea seems to have sprung from the feeling that the powers of sale and leasing usual in settlements must be supported, and could only be supported, in this manner, it not yet being clearly apprehended that such powers were wholly unobjectionable because

destructible." In *Ware* v *Polhill* (11 Ves., at p. 283) (where the power was general in form, and would probably at the present day not be considered as too remote) Eldon, C., said that if a power was bad to the extent to which it was given you could not model it to make it good. In other words, he was of opinion that if the power offended against the rules as to perpetuity every exercise of the power would be bad. (See also *Ferrand* v. *Wilson*, 4 Hare, 344.) The question cannot arise as to general powers at the present day, as it is now settled that the powers are necessarily restricted so as to fit the limitations or trusts of the settlement. We have been unable to find any case where the question has arisen as to a power of sale; but there is no doubt that if it ever arises it will be decided in conformity with Lord Eldon's opinion, that no exercise of a power bad in its creation, as offending against the rules as to perpetuity, can be supported.

## LEGISLATION OF THE YEAR.

### NATIONAL DEBT CONVERSION.

51 Vict. c. 2.—National Debt (Conversion) Act, 1888.

[This Act will be found fully discussed *ante*, p. 349].

### STATUTE LAW REVISION.

51 Vict. c. 3.—Statute Law Revision Act, 1888.

For the present year this Act is chiefly taken up with the erasure of unnecessary words of enactment in the whole series of statutes from the earliest times down to 4 Geo. 4. The preamble sets out that whereas in numerous statutes the expression, "be it further enacted by the authority aforesaid," or similar expressions of enactment, are frequently repeated, it is expedient, with a view to the revision of the statute law, and particularly to the improvement of the Revised Edition of the Statutes, to repeal these superfluous expressions. Accordingly, Part I. of the schedule consists of sixty-six pages filled with a list of the statutes in which this change is made, and, of course, the exact position of the repealed words in every case has to be denoted. The labour of compiling this must have been very great, and we trust that a commensurate diminution will be effected in the length of the Revised Statutes. We are surprised, however, that the length of this particular Act was not shortened by the more frequent use of numerals. In some cases the change affects Acts with over a hundred sections, and the references to these are given in full without any attempt to gain the neatness, clearness, and brevity which the use of numerals would have afforded.

Part II. of the schedule consists of the Acts which have been repealed, either wholly or in part, in the usual way, but it does not contain any changes of much interest. 4 W. & M. c. 18, with regard to the "more easie reversal of outlaries," has become unnecessary owing to the new Crown Office Rules. For the same reason it has become possible to repeal 5 & 6 W. & M. c. 11, which regulated writs of *certiorari* for removing proceedings from quarter sessions into the Queen's Bench Division; 8 & 9 Will. 3, c. 33, which made the former Act perpetual; and the still unrepealed part of 13 Geo. 2, c. 18, which limited the time for obtaining such writs. At the same time the old summary process (5 & 6 W. & M. c. 11, s. 5) for removing by *certiorari* indictments for the non-repair of highways and bridges is retained. The repeal of the words in 7 & 8 Will. 3, c. 33, an Act for regulating trials in cases of treason, which forbade the names of witnesses to be delivered to the accused, had already been effected in practice by 7 Anne, c. 21, an Act for improving the union of the two kingdoms. This in turn is now partly repealed, a circumstance which at first sight looks suspicious, but upon examination it is found that the repealed words only refer to Jacobite troubles which were anticipated to arise upon the death of Queen Anne. The partial repeal of 10 Will. 3, c. 23, an Act for suppressing lotteries, merely refers to the recovery and application of penalties which had been already regulated by 46 Geo. 3, c. 148, s. 59. Several Acts still contain the punishment of death without benefit of clergy. This is now removed from 1 Geo. 1, st. 2, c. 5, in the case of rioters not dispersing after proclamation; from 25 Geo. 2, c. 37, s. 9, in the case of those who rescue condemned murderers; from 37 Geo. 3, c. 70, s. 1, in the case of those who seduce soldiers or sailors from their duty and incite to mutiny; and from 52 Geo. 3, c. 104, in the case of those who administer unlawful oaths. The punishment of the pillory, long obsolete in practice, vanishes now from the Statute Book with the repeal of 56 Geo. 3, c. 138, only just enough being retained to secure the continuance of the other punishments which were by this Act allowed as alternatives.

One other point is dealt with, and that relates to proceedings in outlawry in courts of assize, oyer and terminer, and gaol delivery, and elsewhere. Where the outlawry is effected in the Crown Office of the High Court of Justice it is already provided for by the Crown Office Rules of 1886. The Lord Chancellor is now empowered to extend these rules, so far as they relate to proceedings in outlawry, to proceedings in the courts named above, with such modifications as shall seem to him expedient. When this has been done various statutes dealing with outlawry will become obsolete, and are to be repealed from the date of such order of the Lord Chancellor coming into operation. A list of these is given in Part III. of the schedule. The 1st section of the Act contains the usual saving clauses as to the effect of the repeals effected thereby, and no material variation has been made from those of last year.

### STAMP AND SUCCESSION DUTIES.

51 Vict. c. 8.—Customs and Inland Revenue Act, 1888.

The leading alterations effected by this Act, so far as they affect the practice of solicitors, were fully and repeatedly discussed while the Bill was before Parliament, but it may be useful to give a connected summary of the new provisions.

Section 11 imposes an *ad valorem* stamp duty of 2*s.* on every £100 of nominal capital to be raised by shares of a new limited company, and on every £100 of increased capital to be raised by any existing limited company. The stamp is charged upon a statement of nominal capital or increased capital, as the case may be, which is required to be delivered to the Registrar of Joint Stock-Companies.

Section 12 provides for an *ad valorem* duty of 6d. for every £50 of nominal amount, on the first transfer by delivery in the United Kingdom or after the 1st of July last and during the present year, of any foreign or colonial share certificates or bonds or other securities for money which are transferable by delivery; and a like duty on the first transfer by delivery of any such document in any succeeding year. This duty is to be denoted by special adhesive stamps, and a penalty of £20 is imposed on every transferor or broker who delivers, or is concerned in delivering, any unstamped instrument.

The duty on the transfer of any foreign or colonial registered mortgage, bond, debenture, or covenant (being a marketable security, and not transferable by delivery) is raised, by section 13, in the case of such transfer upon a sale, to the *ad valorem* duty on a conveyance, and in other cases (not being a mortgage) to 10*s.* These duties must be denoted by impressed stamps (see the notice of the commissioners, *ante*, p. 471).

With regard to foreign bonds, &c., the provisions of section 11 of the Stamp Act, 1870, should be borne in mind. That section provides that where an instrument is chargeable with *ad valorem* duty in respect of any money in any foreign or colonial currency, such duty shall be calculated on the value of such money in British currency according to the current rate of exchange on the day of the date of the instrument.

Section 14 alters the stamp duty payable on mortgages of stock or marketable securities; if the mortgage is under hand only the duty is 6d., which may be denoted by an adhesive postage stamp (see Commissioners' notice *ante*, p. 471), if by deed then the duty is the *ad valorem* duty on mortgages.

By section 15 the *ad valorem* duty payable upon an equitable mortgage effected by agreement or memorandum under hand only is changed to 1*s.* per cent. on the amount secured, and the opportunity is taken to alter the definition of such a mortgage, so as clearly to include every memorandum of deposit. It will be remembered that section 105 of the Stamp Act, 1870, defines a "mortgage" as including "any agreement . . . accompanied with a deposit of title deeds for making a mortgage . . . of any lands, estate, or property comprised in such title deeds, or for pledging or charging the same as such security." The present section defines the instrument in respect of which duty is to be payable as "an agreement or memorandum under hand only *relating to* the deposit of any title deeds or instruments constituting or being evidence of the title to *any property whatever* (other than stock or marketable security) or creating a charge on such property."

Sub-section (2) of the section now under consideration is likely to occasion a good deal of trouble to bankers with whom title deeds are deposited to secure an account current. The security will, under section 107 of the Stamp Act, 1870, be available for such an amount only as the *ad valorem* duty impressed on the memorandum extends to cover, but by the present Act it is provided that, as soon as any advance is made in excess of the amount covered by the impressed duty, the memorandum of deposit "shall, for the purposes of the stamp duty, be deemed to be *a new and separate agreement or memorandum* bearing date on the day on which" such advance in excess is made. The effect of this is to render the mortgagee liable to the penalties for non-stamping imposed by section 18 (see the schedule to the Act, tit. "mortgage"). Either, therefore, the memorandum of deposit will have to be originally stamped for such a large amount as to cover every possible overdraft, or the banker

will have to watch the current account from day to day, and whenever the amount of overdraft exceeds the stamp originally impressed, will have to call on the customer to restamp the memorandum; and so from time to time, for the provision applies whenever "*any* advance" is made in excess of the stamp.

Sections 16 and 17 impose on brokers' contract notes advising the sale or purchase of any stock, &c., of the value of £100 or upwards a duty of sixpence.

By section 18 the time for stamping instruments under the heads of "Bond, covenant," &c., "Conveyance on sale," "Lease," "Mortgage," &c., and "Settlement," after execution with the proper duty, is limited to thirty days instead of two months, and, in addition to the penalty of £10 already payable on stamping under section 15 of the Stamp Act of 1870, a further personal penalty of £10 is imposed, together with an additional penalty equal to the amount of the stamp duty, unless a reasonable excuse for the delay is afforded. It will, therefore, be seen that on stamping upon production as evidence in court of any instrument executed after the 16th of May last, the duty on which is, say, £5, the following sums will be payable:—

| | £ | s. | d. |
|---|---|---|---|
| Penalty under Act of 1888. . . . . | 10 | 0 | 0 |
| Additional penalty under ditto . . . . | 5 | 0 | 0 |
| Penalty under Act of 1870 . . . . | 10 | 0 | 0 |
| Unpaid duty . . . . . | 5 | 0 | 0 |
| Sum payable to officer of court. . . . | 1 | 0 | 0 |
| | £31 | 0 | 0 |

or, in other words, if payment of the duty of £5 is omitted, more than six times the amount will have to be paid before the instrument can be admitted in evidence. Some doubt was expressed, when the Bill was before Parliament, whether we were right in supposing that all these cumulative penalties would be payable, but if reference is made to the notice issued by the board (*ante*, p. 472) it will be seen that this is the intention.

By sub-section (2) of this section the period within which the commissioners may remit the penalties is restricted to three, instead of twelve, months.

The persons on whom the penalties are to fall are specified in the schedule to the Act. In the case of every instrument except a settlement the person made liable is the person taking the benefit of the instrument—*e.g.*, in the case of a covenant, the covenantee; in the case of a conveyance on sale, the vendee, &c.—but in the case of a settlement the penalties are imposed on the settlor.

Section 19 marks a new departure in the law of stamp duties—an instrument being made practically invalid—not merely inadmissible in evidence—unless duly stamped. By this section an assignee of a life policy and his executors, administrators, or assigns, are incapacitated from suing for the moneys thereby assured, or giving a valid discharge for the same, unless the assignment is duly stamped, and a penalty equal to the amount of the duty and penalty payable on stamping is imposed on any company or person paying in contravention of the above provision. It should be observed that this provision is not expressly confined to assignments of policies executed after the commencement of the Act; we presume, however, that it will not be retrospective.

The provision as to conditions of sale was so often referred to in these columns during the passing of the measure through Parliament that it will be sufficient to say here that it renders void (1) every condition of sale framed with the view of precluding objection or requisition upon the ground of absence or insufficiency of stamp upon any instrument executed *after the passing of the Act* (16th of May, 1888); and (2) every contract for assuming the liability on account of absence or insufficiency of stamp upon any such instrument or indemnifying against such liability, absence, or insufficiency. The ordinary condition of sale relating to unstamped or insufficiently stamped documents will, of course, continue to be used, but it will be prudent to restrict it to "documents executed before the passing of the Customs and Inland Revenue Act, 1888."

Part 4 of the Act relates to succession duty. Section 21 (1) imposes additional duties, in respect of successions under section 10 of the Act of 1853, upon the death of any person dying on or after the 1st of July, 1888—viz., where the successor is the lineal issue or ancestor of the predecessor, a duty of 10s. per cent. upon the value of the succession, and in other cases an additional duty of 30s. per cent. on such value; but the additional duty is not payable in respect of leaseholds passing to the successor by will or devolution by law, or on property included in an administration account under the Act of 1881.

Sub-section 2 of this section abolishes the charge of legacy duty on legacies charged on the real estate of a person dying after the 1st of July last, and imposes, in lieu thereof, succession duty under the Act of 1853, together with the additional succession duty above mentioned.

The mode of payment of succession duty upon a succession after the 1st of July last is regulated by section 22. An option is given to the successor to pay either (1) by eight half-yearly instalments, as hitherto, or (2) by two equal moieties: the first moiety to be payable by four equal yearly instalments, and the first of such instalments to be payable at the end of a year after the successor "shall have become entitled to the beneficial enjoyment of the real property in respect whereof the same shall be payable." The second moiety is to become due on the day for payment of the fourth instalment of the first moiety, but the payment may be spread over four years subject to the payment by the successor of interest at four per cent. per annum on the amount remaining unpaid. In case the successor avails himself of the above-mentioned option, provision is made for discount on payment in advance, and if he dies before all the duty and interest has been paid it is provided that (*a*) if he was competent to dispose by will of a continuing interest in the property in respect of which the duty is payable, then the unpaid duty is to be a continuing charge on such interest in exoneration of his other property; and (*b*) if he was not so competent, then the unpaid duty is to be a debt to the Crown payable out of his estate at the same times and in the same manner as if the successor "had not died." But if the successor dies before the last instalment of the first moiety has become due, then "the debt shall be reduced by so much as would have ceased to be payable if the duty had been payable by eight half-yearly instalments under section 21 of the Succession Duty Act, 1853." This provision appears to apply only to case (*b*) above mentioned.

## COUNTY ELECTORS.

### 51 Vict. c. 10.—County Electors Act, 1888.

[This Act will be found fully discussed *ante*, p. 501.]

## ELECTRIC LIGHTING.

### 51 Vict. c. 12.—Electric Lighting Act, 1888.

This is a short Act of five sections only, amending in certain respects the Act of 1882, but without interfering otherwise with its general outline. Of the two methods of authorising electric lighting, that by licence, and that by provisional order, the former only necessarily depended upon the consent of the local authority. This is required by section 3, sub-section (1), of the Act of 1882. Section 4 of that Act, on the other hand, expressly dispenses with such consent in the case of a provisional order, though it requires notice of the application to be served on the local authority in order that they may have the opportunity of opposing it. This is now altered by section 1 of the amending Act, which provides that no provisional order shall be granted by the Board of Trade without the consent of the local authority, unless, in the case of this being refused, the Board of Trade are of opinion that for special reasons it ought to be dispensed with. Where this is done they are to make a special report, stating the grounds for their action. The section then goes on to provide that the grant of a licence or provisional order to any undertakers shall not prevent a similar grant to any other company or person. This appears to be aimed at the practice of exclusive grants which has so far prevailed, rather than intended to repeal any express provision of the Act of 1882.

The next point dealt with relates to the compulsory purchase of electric lighting undertakings. Section 27 of the original Act is repealed, and is re-enacted in substantially the same words, but with some important alterations. The time when such purchase can be made is extended from twenty-one to forty-two years. Under the former Act, where the local authority did not avail themselves of this period they were then allowed to purchase at the end of any subsequent space of seven years. This is now altered to ten years. Moreover, the alternative shorter periods which were to be mentioned in the application for a provisional order are now to be specified in the provisional order itself. The general provisions as to valuing the works remain the same, except that attention is now to be also given "to the circumstance that they are in such a position as to be ready for immediate working." Moreover, by section 3 the Board of Trade may insert in any provisional order any other agreement for sale which may have been made between the local authority and the undertakers.

Section 4 contains certain restrictions upon the placing of electric lines intended to be used for the purpose of supplying electricity. Where these are "laid down or erected in, over, along, across, or under any street," the Board of Trade is empowered to see that they are continued and used in such a manner as not to interfere with the public safety, or with the electric lines of the Postmaster-General, or with other electric lines lawfully placed in any position and used for telegraphic communication. It will thus be seen that the control only extends to lines used for supplying electricity, and the protection to lines used for telegraphic purposes, an expression which is also applicable to telephone wires. We have already pointed out the necessity of placing these latter under control (*ante*, p. 268), but for the present they seem to have escaped any such salutary legislation. Section 5 provides that this Act and the Act of 1882 shall be read together.

## REVIEWS.

### PARLIAMENTARY AND LOCAL GOVERNMENT REGISTRATION.

THE PARLIAMENTARY AND LOCAL GOVERNMENT REGISTRATION MANUAL: BEING A PRACTICAL GUIDE TO THE REGISTRATION OF VOTERS AND THE COURTS OF THE REVISING BARRISTERS. By M. MUIR MACKENZIE, B.A., and S. G. LUSHINGTON, M.A., B.C.L., Barristers-at-Law. Shaw & Sons.

The object of the authors, as stated in the preface, is to make this book "at once a complete digest of registration law and a handy book of registration practice"; and their work is accordingly divided into the two main heads of "Qualifications" and "Registration." Under the first head the subject is treated under the divisions of County [Parliamentary] Voters; [Parliamentary] Voters in Cities, Boroughs, and Universities; Local Government Voters; and "Right to Vote as Affected by Personal Characteristics," this head being dealt with last, as being, to a great extent, common to both Parliamentary and local government voters. The second head is divided into "Preparations for Revision," under which the executive officials and their duties and claims and objections are discussed, and "Revision," which includes the subjects of revising barristers, matters subsequent to revision, and appeals. The arrangement is convenient, and the matter in each of these general heads is so carefully sub-divided that if a fuller analysis of the contents had been prefixed to the book there would have been comparatively little need for reference to the index. We observe a tendency in modern law books to dispense with an elaborate table of contents; no doubt in many work such a table would be useless, but a good deal of the utility of the elaborate sections and sub-sections adopted by the authors of the present work seems to be lost for want of a complete analysis, either at the commencement of the book or at the head of each chapter.

We are bound to say, however, that this is the only matter of form in which the authors have failed to consult their readers' convenience. In other respects the book, as regards arrangement and form, is characterized by an anxious care to supply the fullest information in the most convenient form. Thus the table of statutes is not a mere enumeration of the titles, chapters, and sections, but, in the case of the more important Acts, forms a kind of short analysis of their contents. We would suggest for the next edition the desirability of indicating by a different type the page at which each section is to be found set out in full. Again, the table of cases contains references to all the reports of every case, together with the date of its decision, and these dates are also given in the references to the cases in the footnotes throughout the book. The statutes, which are printed in full at the end of the book, have figures in the margin showing the page at which each section is discussed in the text, together with footnotes stating the effect of repeals or amendments.

With regard to the general contents of the book, the first portion contains a clear and well-arranged statement of the law relating to qualifications. The leading cases are stated with sufficient fulness to render reference to the reports unnecessary for the purposes of registration courts, and they are interwoven with the statutory provisions so as to form a connected exposition. The second part gives concisely the duties with regard to registration of each official—in the case of the overseers in form of a calendar. The law of claims and objections is carefully considered, and then the duties of revising barristers and the law relating to appeals are fully considered. The collection of statutes is very complete, and it is followed by an appendix of precepts and forms, including the precepts and forms for use in the present year. The provisions of the County Electors Act of the present session are given in the proper places in the text, and that statute is printed in full in the appendix.

## CORRESPONDENCE.

### BUILDING SOCIETY MORTGAGE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I notice that a correspondent asks whether a building society mortgage can be transferred?

This is a point which has often been before me in actual practice, and although I cannot give an authority, I may, perhaps, mention the conclusion at which I have arrived.

As a "building society" mortgage, no transfer can be effectual, inasmuch as the contract imports the special conditions which exist between the society and its members, and which obviously could not be applicable to an ordinary mortgage transaction. But the amount required to pay off or redeem can always be calculated, and I think that this amount may be treated as a mortgage debt, and can be assigned, together with a transfer of the security, in order to preserve priorities.

But it is necessary to have the concurrence of the mortgagor, in order to fix the rate of interest, and the time and mode of payment of principal and interest. I hope some others of your readers may be able to throw light upon the subject. H. F. A. D.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I have seen the case referred to by "A Subscriber"—viz., that of a building society mortgage being transferred, and, *vide* 44 & 45 Vict. c. 41, s. 15, amended by 45 & 46 Vict. c. 39, s. 12, the form would be similar to that of an ordinary transfer, and if the mortgagor joined in the deed he would covenant to pay all future subscriptions to the transferee in accordance with the rules of the society. GLENDOWER.

20th August.

### SCALE OF CHARGES FOR MORTGAGE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Will one of your readers kindly say what is the scale of charges for the following?:—

A. purchased six plots of ground at £31 per plot, and grants building leases to B. at £3 5s. per plot.

A. and B. join in executing a mortgage to C. for £500.

I am acting on behalf of A., B., and C. and negotiated the loan.

The houses having been erected, the whole of the transactions will be completed at the same time. P. & M.

## NEW ORDERS, &c.

### RULES OF THE SUPREME COURT, AUGUST, 1888.

#### ORDER XXII., RULE 17.

1. Order XXII., Rule 17, of the Rules of the Supreme Court, 1883, is hereby annulled, and the following Rule shall stand in lieu thereof:—

Cash under the control of or subject to the order of the Court may be invested in the following securities; namely,—

Two and Three-quarters per Cent. Consolidated Stock (to be called after the 5th of April, 1903, Two and a Half per Cent. Consolidated Stock).

Consolidated Three Pounds per Cent. Annuities.

Reduced Three Pounds per Cent. Annuities.

Two Pounds Fifteen Shillings per Cent. Annuities.

Two Pounds Ten Shillings per Cent. Annuities.

Exchequer Bills.

Bank Stock.

India Three and a Half per Cent. Stock.

India Three per Cent. Stock.

Indian guaranteed railway securities.

Stocks of Colonial Governments guaranteed by the Imperial Government.

Mortgage of freehold and copyhold estates respectively in England and Wales;

and also, under an order of a Judge in person, in the following securities; namely,—

Metropolitan Consolidated Stock, Three Pounds Ten Shillings per Cent.

Three per Cent. Metropolitan Consolidated Stock.

Debenture, preference, guaranteed, or rentcharge stocks of railways in Great Britain or Ireland having for ten years next before the date of investment paid a dividend on ordinary stock or shares.

Registered stocks or registered bonds issued under the Local Loans Act, 1875, provided in each case that such stocks or bonds shall not be liable to be redeemed within a period of fifteen years from the date of investment.

Local Loans Stock under the National Debt and Local Loans Act, 1887.

The inscribed stock of any British colony, provided that such inscribed stock shall not at the time of investment be quoted in the official list of the London Stock Exchange at a price below one hundred and five pounds sterling for every one hundred pounds of inscribed stock bearing interest at the rate of four per cent. per annum, or in the case of inscribed stock bearing interest at a lower rate than four per cent. per annum below the price proportionate to one hundred and five pounds sterling for one hundred pounds of inscribed stock at four per cent. per annum.

#### ORDER XLV., RULE 10.

2. "Any other person" in Order XLV., Rule 1, shall include a firm, any member of which is resident within the jurisdiction, and a garnishee order may be made against any such firm in the name of the firm; and any appearance by any member then within the juris-

diction pursuant to any order made under this Rule shall be a sufficient appearance by the firm.

ORDER XLVI., RULE 3A.

3. Order XLVI., Rule 3, shall be construed and have effect as if the words "dividends thereon" were substituted for the word "money."

4. These Rules shall come into operation on the 24th of October, 1888, and may be cited as the Rules of the Supreme Court, August, 1888, or each rule may be cited according to the heading thereof, with reference to the Rules of the Supreme Court, 1883.

(Signed) HALSBURY, C.
COLERIDGE, C.J.
ESHER, M.R.
JAMES HANNEN, Pres. P.D. & A.
NATH. LINDLEY, L.J.
EDW. FRY, L.J.
C. E. POLLOCK, B.
H. MANISTY, J.

August, 1888.

## CASES OF PREVIOUS WEEKS.

### COURT OF APPEAL.

*THE ARGENTINO*—No 1, 9th August.

SHIPPING—DAMAGE—LOSS OF BENEFICIAL AGREEMENT TO COLLECT AND CARRY CARGO.

This was an appeal from the decision of the President of the Probate, Divorce, and Admiralty Division (reported 36 W. R. 814, 13 P. D. 61). Messrs. Westcott & Lawrence, shipbrokers in London, collect cargo at Antwerp and London for conveyance to the Black Sea by two different routes, one ending at Batoum, and the other at Odessa. It was verbally arranged between them and the owners of *The Argentino* that, as soon as she arrived and could be ready she should proceed to Antwerp to load for the Batoum route. *The Argentino* was, at the time of making this arrangement, at sea, and a few days afterwards she came into collision with the ship *Gracie*, both vessels being to blame. She consequently needed repairs which would take some considerable time, and therefore another vessel was engaged by Messrs. Wescott & Lawrence to take the round which it had been intended that *The Argentino* should make. Sir James Hannen held that the loss of the profit which the owners of *The Argentino* would have made under the contract ought to be taken into account by the registrar and merchants in assessing the damages sustained by the owners of *The Argentino* in consequence of the collision. The owners of *The Gracie* appealed.

THE COURT (LINDLEY and BOWEN, L.JJ., Lord ESHER, M.R., dissenting) dismissed the appeal. Lord ESHER, M.R., read an elaborate written judgment in which, after discussing the authorities, he came to the conclusion that in this case the conditions as to remoteness of damage were not satisfied. The loss of the engagement by *The Argentino* was not the ordinary or direct or immediate result of the collision. The damages claimed were, therefore, too remote. BOWEN, L.J., read the judgment of LINDLEY, L.J., and himself dismissing the appeal. He said that as to all wrongful acts the English law adopted the principle of *restitutio in integrum* as long as the damages were not too remote. Damages were not too remote if they were produced immediately and naturally by the act complained of. A collision at sea was a mere tort, and the natural consequence of such a collision was that the shipowner would for a time be deprived of the use of his vessel. It was usual, under such circumstances, to give damages in respect of demurrage for the time during which the vessel was laid up as well as for the actual repairs. Here there was an engagement for *The Argentino*—it was not necessary that there should be an actual charter-party. There was evidence, therefore, to shew that but for the collision she would have been employed by Messrs. Westcott & Lawrence on this voyage. The loss, therefore, of her average and ordinary earnings on such a voyage was the direct and natural consequence of the collision, and they agreed with the President that such damages must be taken into account. —COUNSEL, *Finlay*, Q.C., *Nelson*, and *Meager*; *Sir W. Phillimore* and *H. F. Boyd*. SOLICITORS, *Lowless & Co.*; *Downing & Holman*.

### HIGH COURT.—CHANCERY DIVISION.

LEE *v.* SOAMES—Kekewich, J., 24th July.

VENDOR AND PURCHASER — CONTRACT — REQUISITIONS — TIME — NOTICE — REASONABLENESS—RESCISSION—TRUSTEE OF LEGAL ESTATE—POWER OF SALE—COUNTER-CLAIM—SPECIFIC PERFORMANCE.

This action was brought by a purchaser against a vendor for a declaration that the contract had been validly rescinded, and for a return of the deposit money with interest. The property had been advertised as for sale by the direction of the defendant as the trustee of the will of a deceased testator, but the abstract disclosed no sufficient title in the vendor, who was only beneficially entitled to one-fourth of the property, and was a bare trustee of the legal estate with no power of sale. The vendor counter-claimed for specific performance. The other facts appear from the judgment. *Hoggart* v. *Scott* (1 Russ. & My. 293), *Forrer* v. *Nash* (14 W. R. 8, 35 Beav. 167), *Brewer* v. *Broadwood* (31 W. R. 115, 22 Ch. D. 105), *Wylson* v. *Dunn* (35 W. R. 405, 34 Ch. D. 569), *Green* v. *Sevin* (28 W. R. Dig. 172, 13 Ch. D. 589), *Reynolds* v. *Nelson* (6 Madd. 18), *Salisbury* v. *Hatcher* (20 Yo. & Coll. 54), *Hatten* v. *Russell* (36 W. R. 317, 38 Ch. D. 334), were referred to.

KEKEWICH, J., said that this was not a question of parties concurring in the conveyance, but the question was whether the trustee had any power to sell at all. The purchaser had at first assumed that there had been merely an omission from the abstract, and objected that no power of sale had been shewn, but the blot was hit precisely by his requisition—a bare trustee of the legal estate with no power of sale. In August, 1887, the purchaser wrote that before he went on the beneficiaries must send a written ratification. That was a distinct intimation. The vendor, in answer, declined to do more than get the beneficiaries to join in the conveyance. That was wrong in law, and the purchaser might have rescinded on it. On September 26 the purchaser wrote that before he proceeded further the beneficiaries must sign a contract. That was perfectly right, and if the vendor had assented and got that done within a reasonable time all would have been well. Not having got it, the purchaser wrote on Tuesday, October 11, that unless he received it within that present week he should seek to rescind that contract and get a return of his deposit. The vendor replied, denying the right to rescind, but that without prejudice he would endeavour to obtain the ratification. On November 8 the plaintiff wrote that as the ratification had not been sent "the contract is now rescinded." That he was entitled to do, as, having regard to the previous notices, the time limited was reasonable. The rule as to time in such cases was stated in Sugden's Vendors and Purchasers (13th ed., p. 227) and in *Green* v. *Sevin*, at p. 600. That rule assumed that there was a contract. Where was the contract here between the real vendor and the purchaser? There was nothing but a contract between Miss Soames and the purchaser, and the rule, therefore, did not apply at all to the present case. The plaintiff was entitled to the relief asked for, and the counter-claim must be dismissed, with costs.—COUNSEL, *Warmington*, Q.C., and *Ribton*; *Barber*, Q.C., and *Gatey*. SOLICITORS, *G. J. Davis*; *Gordon & Dalbiac*.

## CASES BEFORE THE VACATION JUDGE.

*In re* LEOMINSTER AND BROMYARD RAILWAY CO.—Denman, J., 22nd August.

PETITION—RAILWAY COMPANY—SPECIAL ACT—COMPANIES ACTS—NOTICE TO THE JUDGE.

This was an application for leave to have a petition to wind up the company answered by a certain day. On behalf of the petitioners it was said that the court had jurisdiction by virtue of a special Act of Parliament, passed the 13th of August last, to wind up the company under the provisions of the Companies Acts.

DENMAN, J., said that he wished it to be known by the bar that judges who sat in the Vacation had now no knowledge of Acts of Parliament recently passed. An order had been passed which deprived the judges of notice of Acts of Parliament. Copies of Acts of Parliament were no longer sent to the judges.—COUNSEL, *Stallard*. SOLICITORS, *Bell*, *Stewards*, *& May*.

*In re* PAPER FIBRE CO.—Denman, J., 22nd August.

PETITION—CREDITOR—SMALL DEBT—CARRIAGE OF ORDER.

This was a petition on behalf of a creditor to the amount of £22 16s. asking that the company might be wound up compulsorily. It was contended on behalf of creditors to the amount of £1,441 that they should have the carriage of the order.

DENMAN, J., said that he should make the usual order to wind up the company, with the usual order as to costs.—COUNSEL, *W. B. Kingsford*; *Marten*, Q.C., and *C. James*; *R. F. Norton*; *G. Miller*; *H. R. Williams*, and *H. Adams*. SOLICITORS, *Ingoldby & Co.*, for *Chambers*, West Kensington; *Curtis & Hilton*, for *Ridley & Chancellor*, Dartford; *Burn & Berridge*.

PLUCKROSE *v.* EDWARDS—Denman, J., 22nd August.

VACATION BUSINESS—SUMMONS—R. S. C., 1883, XXXVII., 1—COSTS.

In this case a summons was taken out on behalf of the defendants, asking that the action, which was one for specific performance of an alleged agreement, might be dismissed with costs if the plaintiff did not accept an offer made by the defendants and pay a deposit into court. It appeared that the action depended upon the construction put by the court upon the words, "A proper contract to be prepared," contained in a letter. The plaintiffs raised the preliminary objection that the summons was an attempt to try an action for specific performance on affidavit evidence. Reference was made to ord. 37, r. 1, of the Rules of Court, 1883.

DENMAN, J., said that this was not vacation business, and dismissed the summons, with costs in any event.—COUNSEL, *A. J. Allen*; *G. B. Rashleigh*. SOLICITORS, *Powell & Goodale*; *Tudman*.

The Law Courts branch of the Bank of England, the business of which has hitherto been temporarily carried on in one of the large rooms on the ground floor of the Royal Courts of Justice, near the Carey-street entrance, is in course of removal to the large and handsome block of buildings which have been erected for the purpose in Fleet-street, at the corner of Bell-yard, and on part of the land lately occupied by the famous old "Cock Tavern." The fixtures are now being transferred to the new premises, and it is expected that the bank will be quite ready for business purposes by the time the Law Courts re-open at the end of October.

# LAW STUDENTS' JOURNAL.

## STUDENTS' STATUTES OF THE SESSION.

In addition to our usual discussion of the statutes of the session, we propose from time to time to briefly direct the attention of law students to such of the provisions of recent statutes as are likely to form the subject-matter for questions at forthcoming examinations.

COPYRIGHT (MUSICAL COMPOSITIONS) ACT, 1888 (51 VICT. c. 17).

Section 1.—Upon any action in respect of each and every unauthorised performance of any musical composition, the penalty or damages shall be such sum as the court shall deem reasonable, and a less sum than 40s., or a nominal penalty or nominal damages, may be awarded.

Section 2 places the costs in the absolute discretion of the judge; and section 3 exempts from penalty or damages the proprietor or occupier of the place at which any such unauthorized performance takes place, unless he wilfully causes or permits such unauthorized representation or performance, *knowing it to be unauthorized*.

The Act does not apply to a performance of an opera or stage play in a theatre or other licensed place of public entertainment.

GLEBE LANDS ACT, 1888 (51 VICT. c. 20).

Section 2 enables the incumbent, after notice to the bishop of the diocese and the patron, to apply to the Land Commissioners to approve of the sale of the glebe lands of the benefice.

Section 3.—If no objection is raised by the bishop or patron, or, if raised, the commissioners consider it ought not to prevent a sale, the commissioners, on being satisfied that the sale will be for the permanent benefit of the benefice, may approve the sale, and the incumbent, with such approval, may sell: the commissioners are not to approve the sale of any land occupied by the parsonage house, or such part of the glebe land as they consider to be necessary for the convenient enjoyment of such house.

Section 4.—Upon a sale the purchaser is to pay the purchase-money to the Land Commissioners. After payment of expenses of sale the Land Commissioners are to invest the residue in the securities mentioned in sub-section 2 (*a*), which includes the investments authorized by the Settled Land Act, 1882; also "stock of any county or municipal borough in which trustees are by law authorised to invest either generally or whenever they have power to invest in railway debenture stock," provided the population exceeds 100,000; also 2 (*b*) redemption of land tax, chief rents, &c.; 2 (*c*) purchase of any land adjacent to the parsonage for the benefit of the benefice and for the convenient enjoyment of such house. The investments are to stand in the name of the Ecclesiastical Commissioners in the books of the body corporate, company, &c., but on a separate account *ex parte* the benefice.

Section 5.—The commissioners are not to approve of sale (*a*) of any land subject to a lease originally created for more than twenty-one years; (*b*) of any mines or minerals which are or may become of considerable value.

Section 6.—If the land proposed to be sold is subject to any mortgage, notice is to be given to the mortgagee of the proposed sale, who may object, and the commissioners are to be satisfied that he will not be damnified; if the mortgagee is not paid off his rights attach on the purchase-money and substituted securities.

Section 8.—Before approval the commissioners are to require that the land, or some part, be offered for sale in small parcels for cottages, &c., or to the sanitary authorities for the purposes of the Allotments Act, 1887. Notice of proposed sale is to be given to parishioners.

LAW OF DISTRESS AMENDMENT ACT, 1888 (51 VICT. c. 21),

which comes into operation from the 31st of October, exempts from distress the goods and chattels protected from seizure in execution under section 96 of the County Courts Act, 1846, unless the lease or interest of the tenant has expired and possession of the premises has been demanded seven days before the distress.

Section 5.—The landlord can sell without any appraisement unless the tenant or owner of the goods, by writing, requires it. The expense of appraisement is to be borne by the tenant or owner. Removal to a public auction room may also be claimed, cost and expense of such removal and damage arising therefrom to be paid by the party requesting.

Section 6.—The tenant may, by a request in writing and giving security for any additional cost, extend the time for replevin from five to fifteen days.

Section 7.—After the 31st of October distress is only to be levied by a bailiff certificated in writing under the hand of the county court judge. If any person not holding a certificate shall levy a distress, he and the person authorizing him to levy shall be deemed to have committed a trespass.

# LEGAL NEWS.

## OBITUARY.

Mr. JOHN JAMES REYNOLDS, solicitor, of Hereford, died on the 17th inst., while travelling in Austria. Mr. Reynolds was born in 1825. He served his articles with the late Mr. Thomas Hardwicke, formerly deputy-registrar of the Hereford County Court, and he was admitted a solicitor in 1849. In 1851 he became high bailiff of the Hereford County Court (Circuit No. 27), and in 1860 he was appointed by the late Judge Corbett to the registrarship of the court, which office he held until his death, although Mr. Joseph Carless, jun., had for eleven years been associated with him as joint registrar. He was also district registrar under the Judicature Acts, and he was for sixteen years clerk to the Hereford Turnpike Trust. He was a magistrate for the city of Hereford, and a trustee of the city charities. His death took place very suddenly, immediately after he had ascended Mount Schafberg. Mr. Reynolds leaves a widow and three children. At the Hereford County Court on the 21st inst. Judge Rogers said:—I adjourned the court on my arrival here to-day in consequence of the melancholy news which reached us, and out of respect for the memory of one who, for twenty-eight years, fulfilled the office of high bailiff and registrar of this court. I am quite sure that all who knew the late Mr. Reynolds respected him, and, as far as this court is concerned, there is no doubt we have sustained a very heavy loss. Mr. Reynolds gave unremitting attention to the duties appertaining to the offices he held. He was extremely careful in regard to all matters of business brought before him, and won the good feeling and good opinion, not only of the inhabitants, but of the public generally. There is no doubt we have sustained a very deep loss in his death. I hope these few words may be carried to his sorrowing family, and that they may know how deeply we appreciate the loss we have sustained. Mr. J. Gwynne James said: On behalf of the members of the Herefordshire Law Society, and the other members of the profession to which I belong in this court, I should like to add a few words. I should just like to add a fact which was mentioned to me yesterday, and that is that Mr. Reynolds has been connected with this court from the day it was first formed up to the day of his death. Your Honour knew what Mr. Reynolds' qualifications were as a business man, but we, who have known him longer and perhaps were more intimately acquainted with him than you were, are, I am sure, better able to speak of his good qualities. He had many friends. Those who had been connected with him in matters of business found him courteous and able. Always ready to give assistance where any was required, and always ready to hold his own when he felt that he was right, and no better evidence could be given of the satisfactory manner in which he discharged his duties in this court than the fact that the suitors and gentlemen practising here were always ready to have his assistance in the position of arbitrator or referee, because they knew that from him they were certain to get a judgment consistent with common sense and that was honest. He had a cultivated mind and refined taste, had read much and carefully, was himself an author, and anyone who had read his works and poetical effusions could not help being struck with their high tone and standard. He was fond of art in all its branches, was something of a musician, was an ardent collector of curiosities and antiquities, especially those connected with his native county, but the most charming feature in his character was his simple, honest straightforwardness. His sole object was to do that which was right and kind, without any selfish object.

## APPOINTMENTS.

Mr. HENRY HARDINGE SAMUEL CUNYNGHAME, barrister, who has been appointed Secretary to the Judges acting under the Special Commission Act, 1888, is the eldest son of Lieutenant-General Sir Arthur Thurlow Cunynghame, and was born in 1848. He was formerly a lieutenant in the Royal Engineers, and he subsequently graduated at St. John's College, Cambridge. He was called to the bar at the Inner Temple in November, 1875. He has acted as an assistant endowed schools commissioner since 1884.

Mr. ROBERT INNES, solicitor, of Manchester and Staleybridge, has been appointed a Commissioner to administer Affidavits in the Supreme Court of Judicature.

Mr. JAMES EDMUND VINCENT, barrister, has been appointed an Assistant Commissioner to inquire into the Charitable Endowments of Wales. Mr. Vincent is the eldest son of the Rev. James Crawley Vincent, and was born in 1857. He was educated at Winchester and at Christ Church, Oxford, where he graduated third class in Classics in 1880. He was called to the bar at the Inner Temple in January, 1884, and he practises on the North Wales and Chester Circuit.

Mr. DAVID LEWIS, barrister, has been appointed an Assistant Commissioner for inquiring into the Charitable Endowments of Wales. Mr. Lewis is the eldest son of Mr. John Lewis, of Swansea, and was born in 1849. He was educated at Caius College, Cambridge. He was called to the bar at the Inner Temple in Michaelmas Term, 1873, and he practises on the South Wales and Chester Circuit, and at the Glamorganshire sessions.

Mr. HENRY BENJAMIN WILLIAM HAMMOND, solicitor, of 5, Furnival's-inn, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. ROBERT GRAY CORNISH MOWBRAY, barrister, M.P., has been appointed Assistant Private Secretary to the Chancellor of the Exchequer. Mr. Mowbray is the eldest son of Sir John Robert Mowbray, Bart., M.P., and was born in 1850. He was educated at Eton and at Balliol College, Oxford, where he graduated first class in Classics in 1872, and he was afterwards elected a Fellow of All Souls College. He was called to the bar at the Inner Temple in May, 1876, and he is a member of the Oxford Circuit. Mr. Mowbray was secretary to the Stock Exchange Commission, and he has been M.P. for the Prestwich Division of Lancashire in the Conservative interest since July, 1886.

Mr. PHILIP PERCIVAL HUTCHINS, barrister, C.S.I., who has been appointed a Member of the Council of the Governor-General of India, is the fourth son of Mr. William Hutchins, and was born in 1838. He was educated at Merchant Taylors' School and at Haileybury College, and he has been a member of the Madras Civil Service since 1857. He was for several

years a puisne judge of the High Court of Judicature at Madras, and he was created a Companion of the Order of the Star of India in 1887.

Mr. JOHN LLOYD WHARTON, barrister, M.P., has been appointed a Boundary Commissioner under the Local Government Act, 1888. Mr. Wharton is the only son of Mr. John Thomas Wharton, of Dryburn, Durham, and was born in 1837. He was educated at Eton and at Trinity College, Cambridge. He was called to the bar at the Inner Temple in Hilary Term, 1862, and he formerly practised on the Northern Circuit. He was M.P. for the city of Durham in the Conservative interest from 1871 till 1874, and he was elected M.P. for the Ripon Division of the West Riding of Yorkshire in July, 1886. Mr. Wharton is a magistrate for the West Riding, and a magistrate, deputy-lieutenant, and chairman of quarter sessions for the county of Durham.

Mr. GERALD BOLOGNA STRICKLAND, barrister, who has been appointed Assistant Colonial Secretary at Malta, was educated at Trinity College, Cambridge, where he graduated in the second class of the law tripos in 1887. He was called to the bar at the Inner Temple in November, 1887.

Mr. JOHN JAMES, solicitor, of Wirksworth, has been appointed Clerk to the county magistrates at that place, in succession to the late Mr. Joseph Francis Kingdon. Mr. James was admitted a solicitor in 1876.

Mr. DANIEL HAVERS, solicitor, of Norwich, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

## GENERAL.

According to *Kemp's Mercantile Gazette*, the number of failures in England and Wales gazetted during the week ending August 18 was 97. The number in the corresponding week of last year was 106, shewing a decrease of 9, being a net decrease in 1888, to date, of 3.

## WINDING UP NOTICES.

*London Gazette*.—FRIDAY, Aug. 17.

### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AMERICAN EXCHANGE IN EUROPE, LIMITED.—Stirling, J., has, by an order dated Aug 11, appointed Henry Newson Smith, 37, Walbrook, to be official liquidator. Creditors are required, on or before Oct 1, to send their names and addresses, and particulars of their debts or claims, to the above. Friday, Oct 26, at 12, is appointed for hearing and adjudicating upon debts and claims

CELLERIERS SYNDICATE, LIMITED.—Kay, J., has, by an order dated Aug 10, appointed Charles Henry Nevill, 11, Queen Victoria st, to be official liquidator

CONSUMERS' DIRECT FISH SUPPLY ASSOCIATION, LIMITED.—Denman, J., has fixed Tuesday, Aug 28, at 10.30, at Room 704, Royal Courts, for appointment of an official liquidator

CORSICAN COPPER AND CHEMICAL CO, LIMITED.—Petn for winding up, presented Aug 9, directed to be heard before Denman, J., on Wednesday, Aug 29. Tatham & Co, Old Broad st, solors for petners

FIFTH AVENUE HOTEL (BRIGHTON), LIMITED.—Stirling, J., has, by an order dated July 31, appointed Francis Joseph Saffery, 14, Old Jewry chmbrs, to be official liquidator

JOHN T DUCE & SONS, LIMITED.—By an order made by Chitty, J., dated July 25, it was ordered that the company be wound up. Maples & Co, Frederick's pl, Old Jewry, agents for Marlow & Co, Walsall, solors for petner

MONTSERRAT AND ANTILLES PRODUCE CO, LIMITED.—Stirling, J., has, by an order dated Aug 10, appointed Edward Parker Wilson, 11, Old Jewry chmbrs, to be official liquidator

NORTH CAROLINA ESTATE CO, LIMITED.—Denman, J., has fixed Tuesday, Aug 28, at 12, at Room 704, Royal Courts, for appointment of an official liquidator

PHOTOPHANE CO, LIMITED.—Petn for winding up, presented Aug 15, directed to be heard before Denman, J., on Wednesday, Aug 29. Colyer, Wych st, Strand, solor for petner

SOUTH COAST STEAM SHIPPING CO, LIMITED.—Creditors are required, on or before Oct 1, to send their names and addresses, and particulars of their debts or claims, to Sidney Crook, 42, Lombard st. Tuesday, Oct 30, at 12, is appointed for hearing and adjudicating upon debts and claims

WILLOWS STEEL CO, LIMITED.—Stirling, J., has, by an order dated July 30, appointed Henry Lewis, 2, Castle st, Merthyr Tydfil, to be official liquidator

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

CORDEN MILLS CO, LIMITED.—Petn for winding up, presented Aug 14, directed to be heard before the Deputy of the Chancellor at 9, Cook st, Liverpool, on Tuesday, Aug 28, at 11. Hardings & Co, Manchester, solors for petner

LIVERPOOL HOUSEHOLD STORES ASSOCIATION, LIMITED.—Petn for winding up, presented Aug 14, directed to be heard before Francis Willis Taylor, 9, Cook st, Liverpool, on Tuesday, Aug 28. Wilson & Co, Liverpool, solors for petner

### FRIENDLY SOCIETY.

SUSPENDED FOR THREE MONTHS.

FRIENDLY SOCIETY, National Schoolroom, Groby, Leicester. Aug 15

*London Gazette*.—TUESDAY, Aug 21.

### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ANGLO-MONTANA MINING CO, LIMITED.—Chitty, J., has fixed Wednesday, Aug 29, at 12, at chambers of Vacation Judge, Royal Courts, for appointment of official receiver

GASKING PATENT DRIVING BELT AND LEATHER CO, LIMITED.—By an order made by Stirling, J., dated Aug 11, it was ordered that the company be wound up. Mills & Co, Brunswick pl, City rd, solors for petner

GEORGE F BROOKE & CO, LIMITED.—Petn for winding up, presented Aug 16, directed to be heard before North, J., on Oct 27. Birchall & Co, Mark lane, solors for petner

GEORGE F. BROOKE & CO., LIMITED.—Petn for winding up, presented Aug 18, directed to be heard before North, J., on Oct 27. Taylor, Crutched Friars, solors for petner

WILDSMITH'S PATENT STARCH AND SACCHARINE CO., LIMITED.—Denman, J., has fixed Aug 28 at 10.30, at Room 704, Royal Courts, for appointment of official liquidator

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

SIMULTANEOUS PRINTING CO., LIMITED.—By an order made Aug 10, it was ordered that the company be wound up. Boote & Edgar, Manchester, solors for petner

## CREDITORS' NOTICES.

### UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

*London Gazette*.—FRIDAY, August 17.

ANSTEY, EDWIN, Grove lane, Camberwell, Grocer. Sept 10. Cooper & Co, Birchin lane

BARROTT, EDMUND, Southport, late Herbalist. Sept 15. Buck & Co, Southport

BATTERS, RICHARD, York, Gent. Sept 24. Shaftoe, York

BOOKHAM, ROBERT, East Dean, nr Chichester, Wood Dealer. Oct 2. Sowton, Chichester

CAPPS, CAROLINE, Beeston next Mileham, Norfolk. Sept 15. Winter, Swaffham, Norfolk

CAZENOVE, FREDERICK, Bracknell, Berks, Esq. Sept 23. Robinson & Wilkins, King's Arms yd

COWLES, ROBERT, West Molesey, Auctioneer. Sept 18. Moon & Gilks, Lincoln's inn fields

DARVALL, GEORGE, Reading, Gent. Sept 29. May, Reading; or Brain & Brain, Reading

DAVIES, ABIGAIL, Duke's Town, Brecknock. Sept 22. Dauncey, Tredegar

DAVIES, MARY ANN SHAW, Handsworth, Stafford. Oct 13. Handley & Brown, Warwick

DAVIES, THOMAS, Duke's Town, Brecknock, Innkeeper. Sept 22. Dauncey, Tredegar

DERHAM, JAMES, Chorley, Lancaster, Land Agent. Sept 11. Charnley & Co, Preston

DICKINSON, NATHANIEL, Knottingley, York, Gent. Oct 1. Moxon, Pontefract

DOIDGE, THOMAS SWEET, Plymouth, Bookseller. Sept 29. Greenway & Son, Plymouth

DREW, GEORGE, Chalford, Gloucester, Builder. Oct 1. Little & Mills, Stroud

DUNCAN, DAVID, Glenholm, Penarth. Oct 3. Morris & Son, Cardiff

EVANS, CLARA, Arbery rd, Grove rd, Mile end. Sept 29. Taylor, New Broad st; or Barrett, Leadenhall st

FROHMAIER, MARY LOUISE, Hollywood rd, South Kensington. Sept 14. Bompas & Co, Gt Winchester st

GAEL, SAMUEL HIGGS, Charlton Kings, Gloucester, Esq. Sept 17. Brydges & Mellersh, Cheltenham

GARTHWAITE, GEORGE, Harrogate, Gent. Sept 1. Brook & Co, Huddersfield

GRAY, SARAH, York. Nov 1. Crumbie, York

HALL, HENRY, Woodlands, Caterham, Gent. Sept 30. Cooper & Co, Birchin lane

HALL, WALTER AUGUSTUS, Huddleston rd, Tufnell pk, Watch Manufacturer Sept 23. Robinson & Wilkins, King's Arms yd

HALLETT, CAROLINE CLULOW, Macclesfield. Oct 1. Hand, Macclesfield

HAMPTON, WEEMS, Sumner st, Southwark. Sept 15. Perrett, Queen Victoria st

HERITAGE, THOMAS, Bicester, Gent. Sept 29. Holmes-Whorwood, Bicester

HUDSON, HERBERT, Hornington, Stafford, Innkeeper, Oct 1. Drewry, Burton on Trent

LISTER, MARY EMMA, Middlesborough. Sept 17. Draper, Stockton on Tees

MELLOR, JOSEPH, Southport, Gent. Sept 15. Buck & Co, Southport

MERRYMAN, CHARLES, Eckington, Derby, Licensed Victualler. Sept 29. Wilson, Sheffield

MILLER, JOHN RIGGS, Southwick crescent, Hyde park, Esq. Oct 24. Carter, New inn, Strand

NEILD, WILLIAM, Manchester, Factory Operative. Sept 1. Rylance & Son, Manchester

OWEN, PETER, Llandudno, Gent. Sept 10. Chamberlain, Llandudno

PARKER, WILLIAM RICHARD, Kirton, Lincoln, Draper. October 1. Millington & Simpson, Boston, Lincs

PELTIER, VICTOR MARIE, Angers, France, Gent. Oct. 1. Herbelet, Chancery lane

PHILLIPS, HENRY, Cardiff, Licensed Victualler. Sept 1. Yorath, Cardiff

PHILLIPS, WILLIAM, Salford, Farmer. Oct. 31. Kilby & Mace, Chipping Norton

REES, MORGAN, Duke's Town, Brecknock, Innkeeper. Sept 22. Dauncey, Tredegar

ROBERTS, WILLIAM, Bradford, Licensed Victualler. Oct 5. Standring & Taylor, Rochdale

RUTHERFORD, JOHN, Wooler, Northumberland, Farmer. Sept 30. Maclagan, Wooler

WATSON, WILLIAM HENRY, Leeds, Chemist. Oct 26. Kirby & Son, Harrogate

WESTBEECH, MARGARET CAROLINE, Thanet villa, Queen's rd, Buckhurst hill. Oct 14. Barrett, John st, Bedford row

YEOMAN, FREDERIC, Canterbury, Carter. Sept 4. Burch, Canterbury

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 115, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

STAMMERERS AND STUTTERERS should read a little book by Mr. B. BRASLEY, Baron's-court-house, W. Kensington, London. Price 13 stamps. The author, after suffering nearly 40 years, cured himself by a method entirely his own.—[ADVT.]

## BANKRUPTCY NOTICES.

*London Gazette*.—FRIDAY, Aug. 17.

### RECEIVING ORDERS.

ANDREWS, RICHARD FLEXON, Essex rd, Islington, Butcher High Court Pet Aug 15 Ord Aug 15

ATTENBOROUGH, GEORGE, and MARY ANN HERBERT, Nottingham, Fancy Hosiery Manufacturers Nottingham Pet Aug 13 Ord Aug 13

ATTENBOROUGH, GEORGE T., Nottingham, Hosiery Manufacturers' Manager Nottingham Pet July 25 Ord Aug 15

BASKERVILLE, FRANCIS, Clifton, Nurseryman Bristol Pet Aug 14 Ord Aug 14

BAUMANN, L., Hyde pk square High Court Pet July 26 Ord Aug 14

BENSON, MICHAEL, Troutbeck, Westmoreland, Retired Farmer Kendal Pet Aug 13 Ord Aug 13

BIRD, ARTHUR, Leadenhall st, Metal Broker High Court Pet July 21 Ord Aug 14

BURCHILL, CORNELIUS GEORGE, Bristol, Butcher Bristol Pet Aug 14 Ord Aug 15

CARRUTHERS, THOMAS ACTON, and GEORGE MURRAY CARRUTHERS, Barrow in Furness, Printers Ulverston and Barrow in Furness Pet Aug 15 Ord Aug 15

CLARKE, ROBERT, Leicester, Ironfounder Leicester Pet Aug 15 Ord Aug 15
COPSEY, EMANUEL, Ballingdon, Essex, Innkeeper Colchester Pet Aug 14 Ord Aug 14
COSGROVE, JAMES, Macclesfield, Joiner Macclesfield Pet Aug 15 Ord Aug 15
DAY, WALTER SMITH, Lisson grove, Marylebone, Confectioner High Court Pet Aug 13 Ord Aug 13
DODSON, CHARLES WILLIAM ERNEST, Sheffield, Draper Sheffield Pet Aug 15 Ord Aug 15
EDELSTON, PETER, Blackpool, Salesman Manchester Pet July 27 Ord Aug 15
ELLIOT, FRANCIS ROBERT, Hurst street, Herne hill, out of employment Greenwich Pet Aug 10 Ord Aug 10
FOWLER, FREDERICK WILLIAM, Winterbourne, Gloucestershire, Beerhouse Keeper Bristol Pet Aug 15 Ord Aug 15
FRY, HENRY AUGUSTUS, Bath, Timber Merchant Bath Pet Aug 15 Ord Aug 15
GAMMAN, FREDERICK WILLIAM, Ystalyfera, Glamorganshire, Liquidator Neath Pet July 20 Ord Aug 13
GOLDTHORPE, GEORGE, Leeds, Draper Leeds Pet Aug 14 Ord Aug 14
GOTT, JOHN, Leicester Baker Nottingham Pet July 7 Ord Aug 10
GRAVES, WALTER, Old Broad st, Architect High Court Pet June 8 Ord Aug 15
HALL, ERNEST AUGUSTUS, Nottingham, Milliner Nottingham Pet Aug 15 Ord Aug 15
HANCOCK, C., Walthamstow, Builder High Court Pet July 31 Ord Aug 15
HARRISON, ANN, residence unknown, Widow High Court Pet May 2 Ord Aug 8
HERRING, WILLIAM JOHN, Manchester, Schoolmaster Manchester Pet Aug 13 Ord Aug 13
HUDSON, JOSEPH, Macclesfield, out of business Macclesfield Pet Aug 15 Ord Aug 15
HUMBY, JAMES, Queen Victoria st, Mining Agent High Court Pet June 1 Ord Aug 9
HUNT, JOHN TEMPLEMAN, Wincanton, Somersetshire, Boot Factor Yeovil Pet Aug 14 Ord Aug 14
HUTCHISON, WILLIAM, Mark lane High Court Pet May 2 Ord July 18
IMRIE, ROBERT CARNEGIE, Sandbach, Cheshire, Schoolmaster Macclesfield Pet Aug 13 Ord Aug 13
LYONS, WOLFE, and PHILIP SAMUEL PHILLIPS, Newport, Mon, Clothiers Newport, Mon Pet Aug 15 Ord Aug 15
MACKIE, WILLIAM SHARP, Wood Green, Traveller Edmonton Pet Aug 11 Ord Aug 11
MORRIS, MATTHEW, Gateshead, Builder Newcastle on Tyne Pet Aug 1 Ord Aug 14
MORTEN, THOMAS HONNOR, Cockspur st, Charing cross, Gun Maker High Court Pet Aug 15 Ord Aug 15
ORME, ALFRED, Leicester, Boot Manufacturer Leicester Pet July 21 Ord Aug 14
PARRY, JOHN, Nevin, Carnarvonshire, Coal Merchant Portmadoc and Blaenau Festiniog Pet Aug 14 Ord Aug 14
PICTON, JOHN, St Ishmael's, Pembrokeshire, Farmer Pembroke Dock Pet Aug 14 Ord Aug 14
REEVES, THOMAS, Lorrimore rd, Walworth, Marble Merchant High Court Pet Aug 14 Ord Aug 14
SEARS, WILLIAM NORMAN, High Holborn, General Manager High Court Pet July 23 Ord Aug 9
SMITH, CHARLES EDWARD, SAMUEL WILLIAM COCKS, ALEXANDER MILNE, GEORGE MAINWARING COWLISHAW, and HERBERT WILLIAM COWLISHAW, Manchester, Manufacturers of Silk Fabrics High Court Pet July 27 Ord Aug 13
SMITH, FREDERICK, Hexham, Clothier Newcastle on Tyne Pet Aug 13 Ord Aug 13
SUTCLIFFE, STEPHEN, Halifax, Builder Halifax Pet Aug 14 Ord Aug 14
SWIFT, GEORGE WILLIAM, Wheaton Aston, Stafford, Hay Dealer Wolverhampton Pet Aug 15 Ord Aug 15
VARNAM, THOMAS, the younger, Ashby de la Zouch, Grocer Burton on Trent Pet Aug 13 Ord Aug 13
VEYSEY, VICTOR, address unknown High Court Pet June 20 Ord Aug 9
WANT, GEORGE, Shenley, Herts, Builder Barnet Pet July 20 Ord Aug 14
WARD, FRANCIS, Blackburn, Draper Blackburn Pet July 11 Ord Aug 15
WILTON, WILLIAM, Brighton, Surgeon Brighton Pet Aug 13 Ord Aug 13
WROE, DAVID, Pontefract, Confectioner Wakefield Pet Aug 14 Ord Aug 14

The following amended notice is substituted for that published in the London Gazette of Aug 3.

PEACOCK, EDWARD WALTER, Richmond Park rd, Kingston on Thames, Coal Merchant Kingston, Surrey Pet July 31 Ord July 31

## RECEIVING ORDER ANNULLED.

GRIFFITHS, ASHTON, Tunbridge Wells, Hosier Tunbridge Wells Pet July 28 Ord Aug 13

## FIRST MEETINGS.

ATTENBOROUGH, GEORGE, and MARY ANN HERBERT, Nottingham, Fancy Hosiery Manufacturers Aug 24 at 12 Off Rec, 1, High pavement, Nottingham
BAKER, ALFRED, the younger, Regent st, Chemist Aug 29 at 12 33, Carey st, Lincoln's inn fields
BARROW, WILLIAM, De Beauvoir crsnt, De Beauvoir town, Cabman Aug 28 at 11 33, Carey st, Lincoln's inn fields
BASS, GEORGE, Leicester, Commission Agent Aug 24 at 12.30 28, Friar lane, Leicester
BENTLEY, JULIA, Blackstone rd, London fields, Hackney Boot Manufacturer Aug 24 at 12 33, Carey st, Lincoln's inn fields
BOYDEN, THOMAS, Gray's inn rd, Builder Aug 29 at 11 33, Carey st, Lincoln's inn fields
BRUNETTI, ADELELMO, Buckingham Palace rd, Pimlico, Confectioner Aug 28 at 12 33, Carey st, Lincoln's inn fields
BRYAN, JAMES, Preston, Provision Dealer Aug 24 at 3 Off Rec, 14, Chapel st, Preston
BULLOCK, PHINEAS, Dudley, Worces, Butcher Aug 25 at 12 Off Rec, Wolverhampton
CAPSTICK, JAMES, Silverdale, nr Carnforth, Farmer Aug 27 at 3 Royal Hotel, Silverdale, nr Carnforth
COLES, WILLIAM, Birmingham, Billiard Player Aug 30 at 11 25, Colmore row, Birmingham
ERINS, JOHN, Downham Market, Norfolk, Grocer Aug 25 at 12 Off Rec, 8, King st, Norwich
ELTOFT, J W. & Co, Manchester, Tea Dealers Aug 24 at 12 Off Rec, Ogden's chbrs, Bridge st, Manchester
FLINT, SAMUEL RADLEY, Sheffield, Plumber Aug 28 at 2.30 Off Rec, Figtree lane, Sheffield
FROUD, WILLIAM, Stratford, Essex, Builder Aug 28 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
GRAY, HENRY, Salford, Baker Aug 24 at 11.30 Off Rec, Ogden's chbrs, Bridge st, Manchester
HART, WILLIAM, Blackfriars rd, Southwark, Coffin Furniture Dealer Aug 28 at 12 33, Carey st, Lincoln's inn fields
IMRIE, ROBERT CARNEGIE, Sandbach, Cheshire, Schoolmaster Aug 25 at 11 Off Rec, 23, King Edward st, Macclesfield
JONES, ROBERT, Upper Bangor, Joiner Aug 24 at 4 Queen's Head Cafe, Bangor
LEWIS, JOHN, Gelligaer, Glam, Grocer Aug 27 at 12 Off Rec, Merthyr Tydfil
LEY, CHARLES, Nottingham, Cooper Aug 24 at 11 Off Rec, 1, High pavement, Nottingham
MEREDITH, THOMAS, Allensmore, Hereford, Farmer Aug 24 at 10 2, Offa st, Hereford
MORRIS, MATHEW, Gateshead, Builder Aug 28 at 2.30 Off Rec, Pink lane, Newcastle-on-Tyne
NORTON, THOMAS, Aylestone park, Leicestershire, Glass Dealer Aug 24 at 3 28, Friar lane, Leicester
ORME, ALFRED, Leicester, Boot Manufacturer Aug 28 at 12.30 28, Friar lane, Leicester
PEACOCK, EDWARD WALTER, Richmond Park rd, Kingston on Thames, Coal Merchant Aug 27 at 3 Griffin Hotel, Kingston on Thames
PEARMAN, JAMES, Balsall Heath, Worcestershire, Butcher Aug 28 at 11 25, Colmore row, Birmingham
SHERLEY, WILLIAM ROLFE, Staines rd, Twickenham, Dealer in Horses Aug 27 at 4 Griffin Hotel, Kingston on Thames
SMITH, FREDERICK, Hexham, Northumberland, Clothier Aug 27 at 11 Off Rec, Pink lane, Newcastle on Tyne
SUTCLIFFE, STEPHEN, Halifax, Builder Aug 28 at 11 Off Rec, Halifax
UNDERWOOD, BENJAMIN, Old st, St Luke's, Shoemaker Aug 24 at 11 33, Carey st, Lincoln's inn fields
VARNAM, THOMAS, jun., Ashby de la Zouch, Grocer Aug 24 at 2.30 White Hart Hotel, Burton on Trent
WARING, THOMAS, Earlstown, nr Warrington, Plumber Aug 24 at 12.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester
WEBB, JOHN, Lower Bradley, nr Bilston, Beerhouse Keeper Aug 25 at 11 Off Rec, Wolverhampton
WHEELER, JOHN, Basingstoke, Saddler Aug 24 at 11.30 Red Lion Hotel, Basingstoke
WILLIAMS, EDWIN HENRY, Wolverhampton, Stationer Aug 25 at 11.30 Off Rec, Wolverhampton
WOOD, JOSEPH WILLIAM, Sheffield, Wheelwright Aug 28 at 3 Off Rec, Figtree lane, Sheffield

## ADJUDICATIONS.

AJAX, HOWELL, Cymmer, Glamorgan, Shoemaker Pontypridd Pet June 12 Ord June 14
BENSON, MICHAEL, Troutbeck, Westmoreland, Retired Farmer Kendal Pet Aug 9 Ord Aug 13
BIRD, JOSEPH, Skirwith, Cumberland, Farmer Carlisle Pet July 31 Ord Aug 15
BRUCE, RICHARD, a Convict in Wormwood Scrubbs Prison High Court Pet June 4 Ord Aug 13
BRYAN, JAMES, Preston, Provision Dealer Preston Pet July 27 Ord Aug 14
BULLOCK, PHINEAS, Dudley, Butcher Wolverhampton Pet Aug 9 Ord Aug 14
CARRUTHERS, THOMAS ACTON, and GEORGE MURRAY CARRUTHERS, Barrow in Furness, Printers Ulverston and Barrow in Furness Pet Aug 13 Ord Aug 15
CHAMBERLAIN, ALBERT, Glastonbury, Builder Wells Pet June 22 Ord Aug 14
COSGROVE, JAMES, Macclesfield, Joiner Macclesfield Pet Aug 14 Ord Aug 15
DAY, WALTER SMITH, Lisson gr, Marylebone, Confectioner High Court Pet Aug 13 Ord Aug 13
DOOLEY, JAMES, Ondine rd, Champion hill, Builder High Court Pet May 30 Ord Aug 14
DUNSTAN, H MANWARING, Maidenhead, Gent Windsor Pet May 16 Ord Aug 13
FARLEY, JAMES HENRY, Odiham, Butcher Winchester Pet Aug 7 Ord Aug 15
GOLDTHORPE, GEORGE, Leeds, Draper Leeds Pet Aug 14 Ord Aug 14
GRAY, HENRY, Salford, Baker Salford Pet Aug 10 Ord Aug 13
GROVE, ELI, Handsworth, out of business Birmingham Pet July 5 Ord Aug 15
HALL, ERNEST AUGUSTUS, Nottingham, Milliner Nottingham Pet Aug 15 Ord Aug 15
HERRING, WILLIAM JOHN, Manchester, Schoolmaster Manchester Pet Aug 13 Ord Aug 13
HUDSON, JOSEPH, Macclesfield, out of business Macclesfield Pet Aug 15 Ord Aug 15
HUNT, JOHN TEMPLEMAN, Wincanton, Somersetshire, Boot Factor Yeovil Pet Aug 13 Ord Aug 14
IMRIE, ROBERT CARNEGIE, Sandbach, Cheshire, Schoolmaster Macclesfield Pet Aug 13 Ord Aug 13
JOHNSON, HENRY, Congleton, Silk Throwster Macclesfield Pet Aug 3 Ord Aug 13
JONES, JOHN, Edgware rd, Hosier High Court Pet July 3 Ord Aug 14
MARTIN, JAMES WINDSOR, Cheshunt, Herts, Brickmaker Edmonton Pet June 11 Ord Aug 10
MUSSELWHITE, PHILEMON, Salisbury, Greengrocer Salisbury Pet Aug 9 Ord Aug 13
PARRY, JOHN, Nevin, Carnarvonshire, Coal Merchant Portmadoc and Blaenau Festiniog Pet Aug 10 Ord Aug 14
PHILLIPS, SETH, Tylorstown, Glamorganshire, Ironmonger Pontypridd Pet July 17 Ord Aug 14
PICTON, JOHN, St. Ishmael's, Pembrokeshire, Farmer Pembroke Dock Pet Aug 14 Ord Aug 15
SUTCLIFFE, STEPHEN, Halifax, Builder Halifax Pet Aug 14 Ord Aug 14
SWIFT, GEORGE WILLIAM, Wheaton Aston, Staffordshire, Hay Dealer Wolverhampton Pet Aug 15 Ord Aug 15
WALDRAN, ALBERT, Hitchin, Painter Luton Pet July 23 Ord Aug 14
WALKER, WILLIAM, Colne, Cotton Manufacturer Burnley Pet June 22 Ord Aug 14
WEBB, JOHN, Lower Bradley, nr Bilston, Staff, Beerhouse Keeper Wolverhampton Pet Aug 9 Ord Aug 14
WILLIAMS, EDWIN HENRY, Wolverhampton, Stationer Wolverhampton Pet Aug 8 Ord Aug 15
WILTON, WILLIAM, Cuckfield, Sussex, Surgeon Brighton Pet Aug 11 Ord Aug 13
WOOD, JOSEPH WILLIAM, Sheffield, Wheelwright Sheffield Pet July 11 Ord Aug 13

The following amended notice is substituted for that published in the London Gazette of August 7.

PEACOCK, EDWARD WALTER, Richmond pk, Kingston on Thames, Coal merchant Kingston, Surrey Pet July 31 Ord Aug 2

## ADJUDICATIONS ANNULLED.

RUSE, JOHN, Ashdon, Essex, Farmer, Cambridge Ajud Nov 24 Annul July 25
KENNION, THOMAS ROBERT, Wigan, Theatrical Manager Nottingham Adjud Feb 11 Annul Aug 14

*London Gazette.*—TUESDAY, Aug. 21.

## RECEIVING ORDERS.

ALFRED, Newbury, Berks, Painter Newbury Pet Aug 17 Ord Aug 17

BADGER, ARTHUR SYDNEY, Sefton Lodge, nr Blackpool, Solicitor Preston Pet Aug 3 Ord Aug 17
BERGER, JOSEPH, Middlesborough, Boot Dealer Stockon on Tees and Middlesborough Pet Aug 11 Ord Aug 16
BERTOIS, JULES, Liverpool, Cotton Broker Liverpool Pet Aug 17 Ord Aug 17
BUTTLE, JOHN ALFRED, Bridgwater, Farrier Bridgwater Pet Aug 17 Ord Aug 17
COX, HENRY FREDERICK, Wenonah, Thornton Heath, Chemical Manufacturer High Court Pet Aug 17 Ord Aug 17
CROCKER, WILLIAM, Torquay, Tailor Exeter Pet Aug 17 Ord Aug 17
DIXON, WILLIAM REUBEN, Essex st, Strand, Clerk High Court Pet Aug 17 Ord Aug 17
DOGGETT, CHARLES ALFRED, Hop Exchange, Borough High Court Pet Aug 17 Ord Aug 17
DUNN, FREDERICK, Peverell, Devon, Innkeeper Exeter Pet Aug 18 Ord Aug 18
FAIRHALL, HENRY, Rye, Sussex, Clerk Hastings Pet Aug 16 Ord Aug 16
GABB, LEONARD ARTHUR, Bewdley, Worcester, British Wine Manufacturer Kidderminster Pet Aug 8 Ord Aug 17
GIBSON, JOSEPH, Lincoln, Draper Lincoln Pet Aug 18 Ord Aug 18
GREER, ALEXANDER, Manchester, Boot Dealer Manchester Pet Aug 17 Ord Aug 18
GRIFFITH, ROBERT, Llannor, Carnarvonshire, Joiner Portmadoc and Blaenau Festiniog Pet Aug 17 Ord Aug 17
GRIFFITHS, GEORGE, St Ishmael's, Pembrokeshire, Farmer Pembroke Dock Pet Aug 17 Ord Aug 17
HARRISON, JAMES HENRY, Cheltenham, Fly Proprietor Cheltenham Pet Aug 17 Ord Aug 17
HODGES, JAMES, Hounslow, Gent Brentford Pet July 3 Ord Aug 15
HUDSON, JOHN BEDDOES, Shrewsbury, Accountant Shrewsbury Pet July 30 Ord Aug 15
HALL, THOMAS, Barton Turf, Norfolk, Grocer Norwich Pet Aug 18 Ord Aug 18
JOHNSON, THOMAS, Ossett, Yorks, Watchmaker Dewsbury Pet Aug 18 Ord Aug 18
KEY, AUCKLAND EVINSON, St Leonards on Sea, Carriage Builder Hastings Pet Aug 18 Ord Aug 18
LARKHAM, HENRY, Birmingham, Station Master Reading Pet July 3 Ord Aug 16
MITCHELL, HENRY, Spencer rd, Herne Hill, Clerk High Court Pet Aug 17 Ord Aug 17
MOON, CHRISTOPHER J, Birmingham, Fishmonger Birmingham Pet Aug 16 Ord Aug 17
MOORE, EDWIN EMANUEL, Lincoln's inn fields, Architect High Court Pet Aug 16 Ord Aug 16
MORELAND, HENRY, Leytonstone, Clerk High Court Pet Aug 16 Ord Aug 16
MOULD, JOHN S, Tue Brook, nr Liverpool, Builder Liverpool Pet July 20 Ord Aug 17
PAULSON, JOHN, Swinderby, Lincs, Farmer Nottingham Pet Aug 17 Ord Aug 17
PHILLIPS BROS, London rd, Printers High Court Pet June 4 Ord Aug 17
PLUMMER, ALFRED, Luton, Beds, Straw Hat Manufacturer Luton Pet Aug 18 Ord Aug 18
PREDDY, CHARLES, East Dean, Glos, Quarryman Gloucester Pet Aug 17 Ord Aug 17
RILEY, WILLIAM BILTON, Halifax, Druggist Halifax Pet Aug 16 Ord Aug 16
ROBERTS, JOHN, Llanfihangel glyn myfr, Denbighshire, Farmer Wrexham Pet Aug 16 Ord Aug 16
ROBINSON, ROLAND, Birmingham, Drysalter Birmingham Pet Aug 16 Ord Aug 16
ROBSON, CHARLES SMITH, Ossett, Yorks, Farmer Dewsbury Pet Aug 17 Ord Aug 17
SANDS, WILLIAM, Bexhill, Sussex, Builder Hastings Pet Aug 9 Ord Aug 18
SEVERS, ROBERT WHITTON, Fleetham, Yorks, Prisoner in York Castle York Pet Aug 17 Ord Aug 17
SOONS, EDWIN VALENTINE, Kirtley, Suffolk, Gardener Gt Yarmouth Pet Aug 17 Ord Aug 17
STOKES, GEORGE, Cambridge, Baker Cambridge Pet Aug 16 Ord Aug 16
SUTTON, WILLIAM, Milford Haven, Pembrokeshire, Builder Pembroke Dock Pet Aug 17 Ord Aug 17
THOMAS, EVAN WYNNE, Portmadoc, Carnarvonshire, Boot Dealer Portmadoc and Blaenau Festiniog Pet Aug 17 Ord Aug 17
TOWARD, THOMAS, Shildon, Durham, Builder Durham Pet Aug 2 Ord Aug 17
WALE, WILLIAM, and WILLIAM HENRY WALE, New Evington, Leicestershire, Builders Leicester Pet Aug 18 Ord Aug 18
WALSH, FANNY, Bingley, Yorks, Grocer Bradford Pet Aug 17 Ord Aug 17
WESTON, JOHN, Tipton, Grocer Dudley Pet Aug 17 Ord Aug 17
WILLIAMS, CATHERINE, Ystrad Rhondda, Glamorganshire, Licensed Victualler Pontypridd Pet Aug 16 Ord Aug 16
WILLIAMS, DAVID, Ystrad Rhondda, Glamorganshire, Licensed Victualler Pontypridd Pet Aug 16 Ord Aug 16
WILLIAMS, LEWIS, Mallwyd, Merionethshire, Quarryman Aberystwith Pet Aug 16 Ord Aug 16
YEOMANS, DAVID MAITLAND, not now in England, Engineer High Court Pet March 19 Ord June 13

## FIRST MEETINGS.

ANDREWS, SIGMUND MARTIN, Bunhill row, Mantle Manufacturer Aug 30 at 12 33, Carey st, Lincoln's inn fields
BROOKE, CHARLES WILLIAM, Bournemouth, Ironmonger Aug 29 at 1 Inns of Court Hotel, High Holborn
BURCHILL, CORNELIUS GEORGE, Bristol, Butcher Aug 30 at 3.30 Off Rec, Bank chmbrs, Corn st, Bristol
CANDLER, STEPHEN, Teviot st, Poplar, Ex-Inspector of Police Aug 31 at 11 33, Carey st, Lincoln's inn fields
CLARKE, ROBERT, Leicester, Ironfounder Aug 29 at 12.30 28, Friar lane, Leicester
COHEN, ISAAC, Manchester, Cabinet Maker Aug 30 at 12 Off Rec, Ogden's chmbrs, Bridge st, Manchester
COLE, TENNYSON, Seymour pl, Fulham rd, Artist Aug 30 at 11 33, Carey st, Lincoln's inn fields
COSGROVE, JAMES, Macclesfield, Joiner Aug 29 at 11 Off Rec, 23, King Edward st, Macclesfield
CROCKER, WILLIAM, Torquay, Tailor Aug 30 at 11 Off Rec, 13, Bedford circus, Exeter
DE PINNA, GEORGE ISAAC, and GEORGE SAMSON DE FINNA, Fenchurch st, Furrie s Aug 29 at 11 Bankruptcy bldgs, Lincoln's inn
DUDGEON, JOHN HEPBURN, Rivercourt rd, Hammersmith, Oil Merchant Aug 31 at 11 Bankruptcy bldgs, Lincoln's inn
FENN, WILLIAM, Northampton, Carriage Builder Aug 30 at 1 County Court, Northampton
FOWLER, FREDERICK WILLIAM, Winterbourne, Gloucestershire, Beerhouse Keeper Aug 30 at 3.15 Off Rec, Bank chmbrs, Corn st, Bristol
FRY, HENRY AUGUSTUS, Bath, Timber Merchant Aug 29 at 12 White Lion Hotel, Bath
GALE, WILLIAM, E., Fleet st, Journalist Aug 30 at 12 33, Carey st, Lincoln's inn
GALPIN, HENRY JOHN, Tabard st, Borough, Corn Dealer Aug 31 at 12 33, Carey st, Lincoln's inn
GAMMAN, FREDERICK WILLIAM, Ystalyfera, Glamorgan, Liquidator of Swansea Anthracite Colliery Aug 30 at 12 Off Rec, 6, Rutland st, Swansea
GENN, JAMES, Beak st, Regent st, Draper Aug 29 at 12 33, Carey st, Lincoln's inn fields
GRIMES, JOHN WILLIAM, Birmingham, Tailor Aug 29 at 12.30 Off Rec, 22, Park row, Leeds
HALL, ERNEST AUGUSTUS, Nottingham, Milliner Aug 28 at 11 Off Rec, 1, High pavement, Nottingham
HARRISON, JAMES HENRY, Cheltenham, Fly Proprietor Aug 28 at 4.15 County Court, Cheltenham
HART, JOSEPH, Northampton, Furniture Dealer Aug 30 at 3 County Court, Northampton
HERRING, WILLIAM JOHN, Manchester, Schoolmaster Aug 30 at 11.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester
HUDSON, JOHN BEDDOES, Shrewsbury, Accountant Sept 7 at 1 Law Society, Talbot chmbrs, Shrewsbury
HUDSON, JOSEPH, Macclesfield, out of business Aug 29 at 12 Off Rec 23, King Edward st, Macclesfield
HUNT, JOHN TEMPLEMAN, Wincanton, Somerset, Boot Factor Aug 28 at 1.15 Off Rec, Salisbury
JENNES, THOMAS OSMUND, Tynewydd, Glamorgan, Licensed Victualler Aug 31 at 2.30 Off Rec, 29, Queen st, Cardiff
KEOGH, EDWARD, Colby rd, Upper Norwood, Barrister at Law Aug 28 at 3 109, Victoria st, Westminster
MACKAY, CHARLES ROBERT, Herne hill rd, Brixton Aug 31 at 11 33, Carey st, Lincoln's inn
OLIFFE, SAMUEL FRANCIS, Tulse hill, Traveller Aug 30 at 11 Bankruptcy bldgs, Lincoln's inn
PREDDY, CHARLES, East Dean, Glos, Quarryman Aug 30 at 3 Lion Inn, Cinderford
PROWSE, T WILLIAM, Sillwood, Streatham hill Aug 28 at 12 109, Victoria st, Westminster
RILEY, WILLIAM BILTON, Halifax, Druggist Aug 31 at 11 Off Rec, Halifax
ROBERTS, WILLIAM, Liverpool, Builder Aug 31 at 2 Off Rec, 35, Victoria st, Liverpool
SEVERS, ROBERT WHITTON, Kirkby Fleetham, Yorks, Prisoner in York Castle Aug 30 at 12.30 Off Rec, York
SMITH, GEORGE, Leeds, Glass Dealer Aug 31 at 11 Off Rec, 22, Park row, Leeds
STOKES, GEORGE, Cambridge, Baker Aug 31 at 12 Off Rec, 5, Petty Cury, Cambridge
SWIFT, GEORGE WILLIAM, Wheaton Aston, Staffs, Hay Dealer Aug 29 at 11 Off Rec, Wolverhampton
SMITH, CHARLES EDWARD, SAMUEL WILLIAM COCKS, ALEXANDER MILNE, GEORGE MANWARING COWLISHAW, and HERBERT WILLIAM COWLISHAW, Manchester, Manufacturers of Silk Aug 28 at 3 Off Rec, Ogden's chbrs, Bridge st, Manchester
TEASDALE JOHN, Durham, Gunmaker Aug 29 at 12 Off Rec, 25, Colmore row Birmingham
TOLLERVEY, WILLIAM HENRY, Holloway rd, Butcher Aug 31 at 12 Bankruptcy bldngs, Lincoln's inn
TRENAMAN, JOSEPH PEARSE, Upper Tulse hill, Brixton, Builder Aug 30 at 11 Bankruptcy bldngs, Lincoln's inn
WALKER, WILLIAM THEODORE, Aston, Warwickshire, Boot Dealer Aug 31 at 11 25, Colmore row, Birmingham
WILTON, WILLIAM, Brighton, Surgeon Aug 28 at 12 Off Rec, 4, Pavilion bdngs, Brighton

## ADJUDICATIONS.

BASS, GEORGE, Leicester, Commission Agent Leicester Pet Aug 9 Ord Aug 15
BENTLEY, JULIA, Blackstone rd, London fields, Hackney, Boot Manufacturer High Court Pet Aug 1 Ord Aug 15
BONE, EDWARD JOHN, Fulham rd, Watchmaker High Court Pet July 10 Ord Aug 15
BOTT, SEPTIMUS, Augustus st, Regent's pk, Milk dealer High Court Pet June 20 Ord Aug 15
BUTTLE, JOHN ALFRED, Bridgwater, Farrier Bridgwater Pet Aug 17 Ord Aug 17
CLARE, WILLIAM CHARLES SMEATON, Acton terr, Merton, Builder Croydon Pet July 23 Ord Aug 13
CLEMES, FREDERICK WILLIAM, Plymouth, Outfitter East Stonehouse Pet Aug 3 Ord Aug 17
CROCKER, WILLIAM, Torquay, Tailor Exeter Pet Aug 17 Ord Aug 17
DARDS, JOSEPH, Old Kent rd, Mineral Water Manufacturer High Court Pet July 3 Ord Aug 16
DOGGETT, CHARLES ALFRED, Hop Exchange, Borough High Court Pet Aug 17 Ord Aug 17
DUNN, FREDERICK, Sampford Peverell, Devon, Innkeeper Exeter Pet Aug 18 Ord Aug 18
EDWARDS, JOHN EDWARD, Campbell rd, Bow, Builder High Court Pet July 6 Ord Aug 15
EKINS, JOHN, Downham Market, Norfolk, Grocer King's Lynn Pet Aug 10 Ord Aug 15
FOWLER, FREDERICK WILLIAM, Winterbourne, Glouces, Beerhouse Keeper Bristol Pet Aug 15 Ord Aug 16
GIBSON, JOSEPH, Lincoln, Draper Lincoln Pet Aug 18 Ord Aug 18
GREER, ALEXANDER, Manchester, Boot Dealer Manchester Pet Aug 17 Ord Aug 18
GRIFFITH, ROBERT, Llannor, Carnarvonshire, Joiner Portmadoc and Blaenau Festiniog Pet Aug 17 Ord Aug 17
GRIFFITHS, GEORGE, St Ishmael's, Pembrokeshire, Farmer Pembroke Dock Pet Aug 17 Ord Aug 17
HODGSON, THOMAS, Halifax, Butcher Halifax Pet Aug 9 Ord Aug 18
HOLLINGS, GEORGE, Garden ct, Temple, Barrister-at-Law High Court Pet June 19 Ord Aug 17
HUDSON, JOHN BEDDOES, Shrewsbury, Accountant Shrewsbury Pet July 30 Ord Aug 15
LEY, CHARLES, Nottingham, Cooper Nottingham Pet Aug 8 Ord Aug 16
MACKIE, WILLIAM SHARP, Wood Green, Traveller Edmonton Pet Aug 11 Ord Aug 17
MORELAND, HENRY, Leytonstone, Clerk High Court Pet Aug 16 Ord Aug 16
NORTON, THOMAS, Aylestone pk, Leicestershire, Glass Dealer Leicester Pet Aug 10 Ord Aug 15
ORME, ALFRED, Leicester, Boot Manufacturer Leicester Pet July 21 Ord Aug 15
PAULSON, JOHN, Swinderby, Lincolnshire, Farmer Nottingham Pet Aug 17 Ord Aug 17
PEARSON, EDWARD, South Shields, Draper Newcastle on Tyne Pet July 11 Ord Aug 16
PENNELL, GEORGE DANIEL, Dyne rd, Kilburn, Clerk High Court Pet July 18 Ord Aug 16
PREDDY, CHARLES, East Dean, Gloucestershire, Quarryman Gloucester Pet Aug 17 Ord Aug 18
RILEY, WILLIAM BILTON, Halifax, Druggist Halifax Pet Aug 16 Ord Aug 18

ROBSON, CHARLES SMITH, Ossett, Yorks, Farmer Dewsbury Pet Aug 17 Ord Aug 17
RYLEY, WILLIAM, Birmingham, Warehouseman Birmingham Pet July 24 Ord Aug 16
SOONS EDWIN VALENTINE, Kirtley, Suffolk, Gardener Gt Yarmouth Pet Aug 17 Ord Aug 17
STOKES, GEORGE, Cambridge, Baker Cambridge Pet Aug 16 Ord Aug 17
TEASDALE, JOHN, Durham, Gun Maker Durham Pet July 23 Ord Aug 18
THOMAS, EVAN WYNNE, Portmadoc, Carnarvonshire, Boot Dealer Portmadoc and Blaenau Festiniog Pet Aug 17 Ord Aug 17
TOLLERVEY, WILLIAM HENRY, Holloway rd, Butcher High Court Pet Aug 3 Ord Aug 16
TURNER, JONAS, Accrington, Timber Merchant Blackburn Pet July 21 Ord Aug 18
WALSH, FANNY, Bingley, Yorks, Grocer Bradford Pet Aug 17 Ord Aug 17
WANT, GEORGE, Shenley, Hertfordshire, Builder Barnet Pet July 20 Ord Aug 17
WHOWALL, THOMAS, Goldhawk rd, Cabmaster High Court Pet Aug 8 Ord Aug 17
WILLIAMS, CATHERINE, Ystrad Rhonddha, Glamorgan, Licensed Victualler Pontypridd Pet Aug 16 Ord Aug 16
WILLIAMS, DAVID, Ystrad Rhondda, Glamorgan, Licensed Victualler Pontypridd Pet Aug 16 Ord Aug 16
WILLIAMS, LEWIS, Nanthir, Mallwyd, Merioneth, Quarryman Aberystwith Pet Aug 16 Ord Aug 16
WOOLLER, THOMAS, Sidcup, Kent, Builder Croydon Pet April 5 Ord July 24

ADJUDICATIONS ANNULLED.

FOURNESS, HENRY, Chorlton upon Medlock, Manchester, Gas Engineer Manchester Adjud Nov 24 Annul July 25

## SALES OF ENSUING WEEK.

Aug. 27.—Messrs. BAKER & SONS, in a Marquee on the Estate, at 3 p.m., Freehold Land (see advertisement, Aug. 11, p. 4).
Aug. 29.—Messrs. BEAN, BURNETT, & ELDRIDGE, at the Mart, Tokenhouse-yard, E.C., Absolute Reversion (see advertisement, Aug. 18, p. 4).
Aug. 30.—Messrs. MURRELL & SCOBELL, at the Mart, Tokenhouse-yard, E.C., at 1 o'clock, Absolute Reversion (see advertisement, Aug. 18, p. 4).

## BIRTHS, MARRIAGES, AND DEATHS.

### BIRTHS.

CANNOT.—Aug. 11, the wife of Emile H. Cannot, barrister-at-law, of a son.
FULLER.—Aug. 16, the wife of Ernest A. Fuller, solicitor, of a daughter.
GULL.—Aug. 18, at Gloucester-street, Portman-square, the wife of William C. Gull, barrister-at-law, of a daughter.
WOLLASTON.—July 14, at Cape of Good Hope, the wife of Francis E. Wollaston, magistrate, of a son.

### MARRIAGES.

BRICE—BERENS.—Aug. 18, at Bushey, Herts, Seward Brice, Q.C., to Gertrude, daughter of the late Henry Berens, of Edgbaston.
PARKES—CROWE.—Aug. 16, at Ealing, Robert Byerley Parkes, barrister-at-law, to Alice, daughter of the late G. E. Crowe.
WITT—TAYLOR.—Aug. 15, at Kensington, John George Witt, barrister-at-law, to Emily, daughter of James Taylor.

*Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.*

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Accumulated Funds ... ... ... £3,421,000

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